

INVITATION TO BID
SP-11 Rev. 11/10
(Prev. Rev. 10/07)

Pamela Anderson
Contract Specialist

(860)713-5088
Telephone Number

pamela.anderson@ct.gov
E-mail Address

(860) 622-2930
Fax Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659



NOTICE TO VENDORS: Logon to the DAS web page,
click on **Subscribe** (in the right-hand column) and
complete the form to automatically receive notification
of new Bids & RFP's **via e-mail.**

<http://www.das.state.ct.us/cr1.aspx?page=8>

DAS CT State Web Site

Invitation to Bid

SPECIFICATIONS & BID DOCUMENTS ATTACHED

Bid Number: **10PSX00332** Bid Opening Date & Time: **28 December 2010 at 2:00 PM Eastern Time**

Bid Description: **Rental of various types of Electrical Service Units and Sign Installation Units for The Department of Transportation.**

Special Instructions: Please Read all Bid Documents Carefully for Details and Specifications pertaining to this Bid.

Bring hand-delivered bids to:

DAS Procurement Services, Room 161, 165 Capitol Avenue, Hartford, CT between 1:30 and 2:00

If you hand deliver a bid to DAS Procurement Services at any other time, please call (860)713-5095 for further instruction.

Vendors cannot enter state buildings without a valid photo ID.

This contract replaces the following contract award(s) in part or in total: **09PSX0280**

SEALED BID NO.: 10PSX0332

**NOT TO BE OPENED UNTIL: 28 December 2010
2:00 PM Eastern Time**

Return Bid To:

PROCUREMENT SERVICES
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
165 CAPITOL AVE 5th FLOOR SOUTH
HARTFORD CT 06106-1659

BID

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

Bids must be time & date stamped by
DAS Procurement Personnel.

Bids cannot be accepted
after specified Bid Opening Time.

Allow sufficient time if mailing your bid.

Mailing your Bid to DAS Procurement is
preferred. If hand-delivering your bid,
see above instructions.

STATE OF CONNECTICUT

BIDDER'S CHECKLIST

Bid Number: 10PSX0332
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READ CAREFULLY

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

1. ___ The Bid, (SP-26) must be signed by a duly authorized representative of the company. Unsigned bids may be rejected.
2. ___ A **Completed Printed Original** of the **Price Schedule** (Exhibit B/SP-16) **must be included** with your bid and contain the following:
 - a. ___ VENDORS NAME **MUST BE** IN THE UPPER RIGHT CORNER OF ALL PRICE SCHEDULE PAGES.
 - b. ___ The bid prices you have offered have been reviewed and verified.
 - c. ___ The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
 - d. ___ Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
 - e. ___ The payment **terms are Net 45 Days** (*You may offer cash discounts for prompt payment*). Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. *Exception: State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 4a-60j.*
 - f. ___ The **delivery information** block has been completed. Be specific: In most cases, "as ordered" or "as required" is not complete information.
3. ___ Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
4. ___ If required the amount of bid surety has been checked and the surety has been included.
5. ___ The Employment Information Form (DAS-45) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
6. ___ All Addenda (SP-18) to the bid have been signed and included.
7. ___ **MAKE SURE TO INCLUDE THE ORIGINAL PRICE SCHEDULE PAGES (Exhibit B/SP-16) ALONG WITH ONE COPY.**
8. ___ The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
9. ___ The pre-addressed mailing label has been used on your bid envelope or the bid envelope has been:
 - a. ___ marked with the Bid Number and Bid Opening Date &
 - b. ___ addressed to:

State of Connecticut
Department of Administrative Services
Procurement Services
165 Capitol Avenue, 5th floor
Hartford, CT 06106-1659
10. ___ The bid is mailed or hand-delivered in-time to be received and date/time stamped by DAS Procurement no later than the designated opening date and time. **Late bids are not accepted under any circumstances.** Allow ample time if mailing in your bid. Hand-delivered bids must be delivered to DAS Procurement Services, Room 161, 165 Capitol Ave, Hartford, CT, between 1:30 and 2:00. Call (860)713-5095 for further instruction if hand-delivering at any other time.
11. ___ **Do not return** pages that you are not quoting on. **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

BID
 SP-26 Rev. 5/10
 Prev. Rev. 9/09a

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STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

BID NO. 10PSX0332

Read & Complete
Carefully

Page 1 of 3

BID NO: 10PSX0332	BID DUE DATE: 28 December 2010	BID DUE TIME: 2:00 PM Eastern Time	BID SURETY: \$0.00	DATE ISSUED: 14 December 2010
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DESCRIPTION: **Rental of various types of Electrical Service Units and Sign Installation Units for The Department of Transportation.**

FOR: Department of Transportation All Using State Agencies and Political Sub-Divisions	TERM OF CONTRACT From date of Contract Award through December 31, 2012. Agency Requisition Number(s): 0000048399
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INVITATION FOR BIDS: Pursuant to the provisions of Section 4a-57 of the Connecticut General Statutes as amended, Procurement Services is soliciting bids for the State of Connecticut, at the address above for the furnishing of the subject commodities and/or services to state agencies.

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

Section 1 of 4 - **BIDDER INFORMATION**

COMPLETE BIDDER LEGAL BUSINESS NAME:		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
PRINCIPAL PLACE OF BUSINESS:		WRITE/TYPE SSN/FEIN NUMBER ABOVE	
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP (ATTACH NAMES AND TITLES OF ALL PARTNERS) <input type="checkbox"/> CORPORATION TYPE OF CORPORATION: - STATE ORGANIZED IN:			
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)			
AFFIRMATION OF BIDDER: The above named bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-26, the accompanying invitation to bid, Form SP-19, entitled Standard Bid Terms and Conditions and Contract #10PSX0332. Further, if the above named bidder is awarded a contract for the goods and/or services called for in the invitation to bid, the bidder's signature on this Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the invitation to bid, Form SP-19 and Contract #10PSX0332 as if the bidder had actually executed Form SP-19 and Contract #10PSX0332 itself.			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER			DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON <div align="center" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">← SIGN HERE</div>			TITLE OF AUTHORIZED PERSON

BID
SP-26 Rev. 5/10
Prev. Rev. 9/09a

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STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
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BID NO.
10PSX0332

Read & Complete
Carefully

Page 2 of 3

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

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address information on back of this form, if needed.				
BIDDER E-MAIL ADDRESS			BIDDER WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS BIDDER ADDRESS ABOVE.				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE

Notice: Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 10PSX0332, provide the Bidder Contact Information below.

BIDDER CONTACT INFORMATION: NAME (TYPE OR PRINT)

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Bidder Contact & Address information on back of this form, if needed.				
1 ST BUSINESS PHONE:	Ext. #	HOME PHONE:		
2 ND BUSINESS PHONE:	Ext. #	1 ST PAGER:		
CELLULAR:			2 ND PAGER:	
1 ST FAX NUMBER:			TOLL FREE PHONE:	
2 ND FAX NUMBER:			TELEX:	

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

IS YOUR BUSINESS A MICROBUSINESS? YES NO

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

PURCHASE ORDER DISTRIBUTION:
(E-MAIL ADDRESS)

NOTE: THE E-MAIL ADDRESS 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

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Page 3 of 3

Section 2 of 4 - **RESIDENT BIDDERS**

In accordance with C.G.S. § 4e-48, "resident bidder" means a business that submits a bid in response to an invitation to bid by a state contracting agency has paid unemployment taxes or income taxes in Connecticut during the twelve calendar months immediately preceding submission of this bid, has a business address in the state and has affirmatively claimed such status in the bid submission.

The above signed bidder affirmatively claims that the bidder has paid unemployment taxes or income taxes in Connecticut during the twelve calendar months immediately preceding this bid submission.

YES NO

The above signed bidder affirmatively claims that the bidder has a business address in the State of Connecticut.

YES NO

If Yes, List Connecticut Business Address:

The above signed bidder affirmatively claims the status of a resident bidder.

YES NO

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

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

YES NO

If the above signed bidder, any company official or any subcontractor to the bidder *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 _____

Section 4 of 4 - **OTHER INFORMATION**

Refer to "Guidance for Vendor Authorizations" at:

http://das.ct.gov/Purchase/Info/Vendor_Authorization_and_Guidance_081106.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_09_final.pdf

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
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BID NO.:
10PSX0332

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Standard Bid Terms and Conditions - Page 1 of 3

The following Terms and Conditions govern the Invitation To Bid issued by the Department of Administrative Services (DAS). 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 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.

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

Submission of Bids

1. Bids must be submitted on forms supplied by DAS and must be submitted no later than the date and time specified in the Invitation To Bid. Telephone or facsimile bids will not be accepted in response to an Invitation To Bid.
2. Bids received after the time and date of bid opening specified in each Invitation To Bid shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by DAS after the time specified for opening of bids shall not be considered. An original and one copy of the Price Schedule shall be returned to DAS. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and one copy of the Price Schedule to be returned must be initialed by the person signing the bid or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A "conditional bid" is defined as one limiting or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.
5. Alternate bids will not be considered unless the Invitation To Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and is not dependent upon the bidder's primary response to the Invitation To Bid.
6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation To Bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. All bids will be opened and read publicly on the date specified in the Invitation To Bid and, upon award, are subject to public inspection.

9. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-19, the accompanying Invitation To Bid, Form SP-26, and Contract #10PSX0332. Further, if the bidder is awarded a contract for the goods and/or services called for in the Invitation To Bid, the bidder's signature on Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the Invitation To Bid, this Form SP-19 and Contract #10PSX0332 as if the bidder had actually executed Form SP-19 and Contract #10PSX0332 itself.

Guaranty or Surety

10. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

11. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which DAS shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder'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

13. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

14. DAS may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
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BID NO.:
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Standard Bid Terms and Conditions - Page 2 of 3

15. DAS may correct inaccurate awards resulting from clerical or administrative errors.

16. Bidders have ten days after notice of award of the 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, DAS will award the contract to the next lowest responsible qualified bidder.

Other Requirements

17. Section 4a-81 (the "Act") of the Connecticut General Statutes requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the

contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Invitation to Bid, 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) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, 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 employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of 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) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is **3 December 2010**.

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 06/08
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STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
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Standard Bid Terms and Conditions - Page 3 of 3

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.

20. 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 Contract Exhibit C, SEEC Form 11.

21. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC 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 certificate 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.

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

Bid Number:
10PSX0332

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

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

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

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



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Printed Name (of above)

Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20__.

Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

STATE OF CONNECTICUT

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

Bid Number:
10PSX0332

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

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

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

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

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

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

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

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

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

My Commission Expires: _____
(Notary Public) (Seal)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

BID NO.:

10PSX0332

Pamela Anderson
Contract Specialist
(860)713-5088
Telephone Number

Vendor Authorization Guidelines- Page 1 of 2

All contracts must include appropriate vendor documentation that does the following three things:

- A. Authorizes the vendor to enter into contracts,
- B. Authorizes a particular officer to execute contracts on behalf of the vendor and
- C. Evidences that the officer signing in fact holds his/her office.

CORPORATIONS - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

- 1) In lieu of the secretary's certificate, the vendors must submit:
 - a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
 - b) a current certification that the officer signing the assignment agreement in fact holds that office.
- 2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the officer's ability to bind the company

to enter into a contract.

LIMITED LIABILITY COMPANIES (LLC'S) – LLC's that do not have boards of directors, must submit the following:

- 1) a document indicating unanimous consent from all members or managers or
- 2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the signing party's ability to bind the company

to enter into a contract.

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

BID NO.:

10PSX0332

Pamela Anderson
Contract Specialist
(860)713-5088
Telephone Number

Vendor Authorization Guidelines- Page 2 of 2

PARTNERSHIPS – Partnerships, like LLC’s, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation’s resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC’s management or operations agreement.

SOLE PROPRIETORS - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

- 1) that the company holds Sole Proprietor status,
- 2) the name(s) of those authorized to execute contracts on behalf of the company and
- 3) the signature of Sole Proprietor.

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website <http://www.das.state.ct.us/cr1.aspx?page=8>. Scroll down until you see the heading “**Quick Links**” on the far right side of the screen. Click on “**Vendor Information**” then “**Vendor Authorization Guidelines and Samples**”.

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number: 10PSX0332

Page 1 of 2

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

COMPANY NAME: _____
&
ADDRESS: _____

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

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

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

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

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

LIST OTHER NAMES YOUR COMPANY GOES BY: _____

LIST PREVIOUS COMPANY NAME (S) _____

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

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

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number:
10PSX0332

Page 2 of 2

COMPANY NAME: _____

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

COMPANY VALUE: EQUIPMENT ASSETS _____ TOTAL ASSETS _____

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

REGISTRATION DATE, IF AVAILABLE: _____

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

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

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

(Attach additional sheets if necessary)

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

(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS, GUILTY PLEAS OR NOLO CONTENDERES AGAINST YOUR COMPANY AND ANY OF YOUR
COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS
MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS,
PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS,
DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM.
INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY
SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL
THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

SIGNATURE

DATE

TITLE



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Individual
For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____, of _____,
Signatory Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity
duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of
_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency

INVITATION TO BID

Rental of various types of Electrical Service Units and Sign Installation Units for The Department of Transportation.

Contract Specialist: **Pamela Anderson**

Date Issued: **14 December 2010**

Due Date: **28 December 2010**

Department of Administrative Services



State of Connecticut
Department of Administrative Services
Announcement of Invitation to Bid to provide

Rental of various types of Electrical Service Units and Sign Installation Units for The
Department of Transportation.

Date 14 December 2010

Bid No. 10PSX0332

Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed bids will be received by Procurement Services for the State of Connecticut, at the address provided in this Invitation to Bid ("Bid") for furnishing the commodities and/or services herein listed.

The Department of Administrative Services welcomes the opportunity to work with our customers and suppliers to provide Rental of various types of Electrical Service Units and Sign Installation Units for The Department of Transportation to the State of Connecticut as outlined throughout this Bid document.

We invite you to be part of this effort.

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Invitation to Bid

Rental of various types of Electrical Service Units and Sign Installation Units for
The Department of Transportation.

Overview

The Department of Administrative Services (DAS), on behalf of the Department of Transportation is seeking bid responses for Various Types of Electrical Service Units and Sign Installation Units.

Scope

This bid is for the Rental of Various Types of Electrical Service Units and Sign Installation Units. When responding to this Invitation to Bid, bidders should be aware of the following:

1. Equipment may be with or without operator, as specified.
2. Traffic Control may be required
3. Unit prices will only include traffic control for short duration.
4. All other traffic control will be provided as specified in this bid document.
5. All other traffic control will be provided as specified in Item Number 10 as indicated in the Price Schedule, SP-16, Exhibit B.

Bid / Contract Requirements

I. **Mandatory Extension to State Entities**

Bidders are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

II. **Set Aside Participation**

It is the intention of the state to award 10 % of this contract to only Connecticut Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) certified by the State of Connecticut's Department of Administrative Services/Supplier Diversity Program, pursuant to Connecticut General Statute 4a-60g. SBE and MBE bidders are required to be certified at the time of the bid opening and are requested to provide a copy of their company's current certification certificate with their bid.

Further information about the Supplier Diversity Program can be found at the following link:

http://www.das.state.ct.us/Purchase/New_purchHome/busopp_template.asp?F_ID=25

III. **Motor Carrier Safety Review.** If the performance of the Contract requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, or other motor vehicle with a gross vehicle weight rating (GVWR) of 18,000 pounds or more, each bidder will be the subject of an evaluation, conducted by the Connecticut Department of Motor Vehicles (CTDMV) of its motor carrier safety fitness. The primary factor in the evaluation is the current SAFESTAT score, calculated by the U.S. Federal Motor Carrier Safety Administration (FMCSA) in accordance with the provisions of Title 49, Section 385.1, et seq., of the Code of Federal Regulations.

To be deemed qualified, the bidder must have an overall SAFESTAT category rating of "D" or better, on the date of evaluation. In addition, the bidder's driver and vehicle out-of-service rates will be consulted. The rates are determined by the number of out-of-service violations cited to the motor carrier in the course of all official, reported vehicle and/or driver inspections conducted during the preceding thirty (30) months. To be deemed qualified, the bidder must not have either a vehicle or driver out-of-service rate, by percentage of out-of-service violations per the total number of inspections reported, that is more than twice the national average. In addition, the bidder must have a current federal safety management practices rating of "Satisfactory," as defined in 49 CFR section 385.3, as amended.

Further information concerning the motor carrier safety evaluation, to which a bidder is subject, may be obtained from CTDMV, at <http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206&dmvPNavCtr=#49068>. All official inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website, at <http://www.ai.volpe.dot.gov/>.

IV. **Quantities and/or Usages**

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

V. **Contract Separately / Additional Savings Opportunities**

The State reserves the right to either seek additional discounts from the contractor(s) or to contract separately for a single purchase, if in the judgment of DAS/Procurement Services, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the published contract prices, whether or not such a savings actually occurs.

VI. Brand Name Specifications and/or References

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict bidders to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the bidder shall warrant to the State that it is fit for that purpose. Bids on comparable items must clearly state the exact article being offered including any and all applicable options and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article offered is other than as specified, it will be understood that the bidder is offering the article exactly as specified. Bidders must submit complete documentation on the specifications and quality levels of the proposed products. Bids submitted that do not contain this documentation are subject to rejection.

**VII. Connecticut Department of Transportation (DOT) CON-32A Certificate of Insurance
Other Insurance Certificates**

- A. Before a geographic location is assigned and/or a purchase order is issued, Contractor(s) is required to file DOT's standard Certificate of Insurance (CON-32A) with DOT, within twenty (20) days from date of notification.
- B. The CON-32A is available from the DOT Website at:
<http://www.ct.gov/dot/lib/dot/Documents/dconsultantpubs/con32a.pdf>
- C. Failure to submit the CON-32A Certificate of Insurance within the allotted twenty (20) days of request will constitute a breach in the contract.
- D. If requested by the State, Contractor(s) shall provide a copy or copies of all applicable insurance policies within five (5) business days of the request.
- E. CON-32A Certificates of Insurance may be mailed or hand carried to the following address:
Connecticut Department of Transportation
Bureau of Finance and Administration, Attn: Debra Ello
PO BOX 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

VIII. Contract Award

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in it's entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Contractor Award

IX. Micro Business Preference

This contract shall be awarded to the lowest responsible qualified bidder. The qualities of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the state government and the delivery terms will be taken into consideration, and the life-cycle costs and trade-in or resale value of the articles may be considered where it appears to be in the best interest of the state. In determining the lowest responsible qualified bidder, a price preference of up to ten percent (10%) may be given for the purchase of the goods or services from micro businesses. Micro business means a business with gross revenues not exceeding three million dollars (\$3,000,000) in the most recently completed fiscal year. To be considered for this ten percent (10%) price preference, bidders shall provide a copy of their Federal Internal Revenue tax return form, with their bid, for the most recent fiscal year, confirming their gross revenues of less than three million dollars (\$3,000,000). Failure to provide such tax return with the bid shall deny bidder consideration for price preference.

X. Questions

Questions pertaining to this Bid must be submitted no later than December 21, 2010. All questions must be submitted in writing to: pamela.anderson@ct.gov. Questions will **not** be answered over the phone. If applicable, an Addendum(s) will be posted on or around December 21, 2010. Please note: All Addendum(s) must be signed and returned with your bid.

Index of Abbreviations/Definitions and Other Related Comments

DAS	Department of Administrative Services
FOIA	Freedom of Information Act
ITB	Invitation to Bid

CONTRACT

CONTRACT

10PSX0332

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Contractor identified on such Form SP-38

Awarded Contractor

FOR THE PURCHASE AND SALE OF
RENTAL OF VARIOUS TYPES OF ELECTRICAL SERVICE UNITS AND SIGN INSTALLATION UNITS
FOR THE DEPARTMENT OF TRANSPORTATION.

Contract Table of Contents

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EXHIBIT B - Price Schedule
EXHIBIT C - SEEC Form 11

Contract # 10PSX0220

SP Contract Rev. 7/09 – Prev. Rev. 6/09

This Contract (the “Contract”) is made as of the contract award date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the “Contractor,”) with a principal place of business as indicated on the bid form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Pamela Anderson, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Department of Transportation
 - (d) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
 - (e) Contractor: A person or entity who submits a Bid and who executes a Contract.
 - (f) Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (g) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in the specifications.
 - (k) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.

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- (l) Bid: A Bidder's submittal in response to a Invitation to Bid.
 - (m) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from From date of Contract Award through December 31, 2012. The parties may extend this Contract, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law.

The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the effective date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the effective date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the effective date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the effective date of the Contract. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

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- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
 7. Contract Amendments. No amendment to or modification or other alteration of the Contract, including extensions, shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
 9. Termination, Cancellation and Expiration.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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 Performance under the

Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.

- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS 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 or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, 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) To the extent that the Client Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Client Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A. In addition, the Client Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Client Agency or DAS and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Client Agency, or any replacement contractor which the Client Agency or DAS designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Client Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as the Client Agency or DAS may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel 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, Cancellation or Expiration 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, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration 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 or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such 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 Cancellation 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 Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. 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 Bid 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 of the Contract.
- (b) 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.
- (c) 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.
- (d) 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 Certificate of Insurance to DAS, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The

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Contractor shall not begin Performance until the delivery of the Certificate of Insurance to DAS and the Client Agency. Upon request of the Client Agency, the Contractor shall provide a Certificate of Insurance to the Client Agency.

- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The Contract shall be deemed 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.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Bid.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.

25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.

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26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should

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have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

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- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are 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 Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (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, mental retardation, 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. 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it

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- is shown by such 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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (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 relate to the provisions of this section and section 46a-56.
- (b) 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 project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.
- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above 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 section 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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 of 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 section 46a-56;

(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 section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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 section 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.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does not include a contract where each contractor is

(1) a political subdivision of the state, including, but not limited to, a municipality,

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- (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120,
- (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 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).

33. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

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34. **Whistleblowing.** This Agreement is subject to the provisions of §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 per cent of the value of this Agreement. 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.

35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Pamela Anderson

36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) **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.

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- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

- 37. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
- 38. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
- 39. **Parties.** To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."
- 40. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
 - a. its certificate of incorporation or other organizational document;
 - b. more than a controlling interest in the ownership of the Contractor; or
 - c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

- 41. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those

provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

42. **Audit and Inspection of Records.** The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
43. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
44. **Continued Performance.** The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. **Working and Labor Synergies.** The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. **Contractor Responsibility.**
 - (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
47. **Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

48. Confidential Information. The State will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Bidder or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
50. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

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51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (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 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.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the 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 the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 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 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 Exhibit C, SEEC Form 11.
57. Health Care Portability and Accountability Act of 1996 ("HIPAA").
 - (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
 - (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality,

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which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor or Contractor Parties is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
 - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
 - (2) “Business Associate” shall mean the or Contractor or Contractor Parties.
 - (3) “Covered Entity” shall mean the Client Agency.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.

- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

(E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

(A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate

regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Encryption of Data.

- (a) Contractor and Contractor Parties, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be a continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.
- (b) In the event of a breach of security or loss of State data, the Contractor and Contractor Parties shall notify the Client Agency which owns the data, DAS, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or reason to believe such breach or loss that such data has been compromised through breach or loss.

EXHIBIT A
DESCRIPTION OF GOODS & SERVICES

DESCRIPTION OF WORK:

This contract will provide for the Rental of Various Types of Electrical Service Units and Sign Installation Units or Equipment only as described herein, for the State of Connecticut, Department of Transportation (ConnDOT). Equipment may be with or without operator as specified. Traffic Control may also be required. Unit prices will **ONLY** include traffic control for **short duration**. All other traffic control will be provided as specified in Item Number 10.

CONTRACT PERIOD:

The State intends that this contract will be in effect from date of award through December 31, 2012. The State reserves the right to extend this contract for a period of up to the full original contract term or parts thereof.

BID PRICES:

Must be in accordance with the requirements of the price schedules. Deviations will not be accepted. No overtime rates will be awarded. The description and quantity of equipment must be specific. List Manufacturer, Model and Quantity when required. Listing quantities with "as required", or "as necessary" is not acceptable. Bidders must not divide prices within a district, i.e. "south of Bridgeport, add \$10.00." If the price schedule(s) can not accommodate all of the equipment being bid please photo copy the respective blank pages and include them with the bid response. Any page submitted with additional items should be marked "additional equipment". This is not a request for alternate equipment. All items must be bid on an hourly rate with the exception of item 3 and 8 which should be bid as follows:

Item 3:

Daily Rate - per seven and one half (7½) hour day - 7 AM to 3:00 PM OR 8 AM to 4:00 PM.

Weekly Rate: - any period of five (5), seven and one half (7½) hour consecutive days.

Equipment for item number 3 must be delivered to Bradley International Airport with the rental period beginning on the first day that the equipment is available for use at 8 a.m. Delivery charges will not be paid. The contact person is Roger Butler, Plant Facilities Engineer 2, telephone number 860-627-3017.

Item 8:

Cost Per Fixture

PURCHASE ORDERS:

Purchase orders will be issued by the ConnDOT's Purchasing Processing Unit for services related to this contract. Contractors are cautioned NOT to perform services without receiving a purchase order number. Questions concerning purchase orders are to be directed to the Processing Unit at 860-594-2070.

INVOICES AND PAYMENTS: The Accounts Payable Unit through the Comptroller's Office will issue Payments. Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices must include:

1. Contractor F.E.I.N. or Social Security number.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and/or material supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices to the following address:

State of Connecticut
Department of Transportation
Attn: Accounts Payable SW1A
P.O. Box 317546

**EXHIBIT A
DESCRIPTION OF GOODS & SERVICES**

2800 Berlin Turnpike
Newington, CT 06131-7546

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

EXTENUATING CIRCUMSTANCES WHICH MAY AFFECT WORK PERFORMED AND PAYMENTS:

Equipment must be in safe operating condition at all times as specified by the Contractor in his bid. Delays caused by equipment failure or failure of crews to perform services will result in non-payment for these hours.

No payment will be made by ConnDOT to the Contractor for any incomplete work, by default or breach of the contract. The State reserves the right to assess the Contractor for all work that must be completed, reassigned, or corrected by others in accordance with the terms and conditions outlined in FORM SP-19.

No payment will be made by ConnDOT for rentals of services when work cannot be performed due to extenuating circumstances or adverse weather conditions as determined by ConnDOT, providing the Contractor has been given adequate notification of the work cancellation. Adequate notification will be determined between ConnDOT and the Contractor. When adequate notice cannot be given by ConnDOT to the Contractor, or when work is already started by the Contractor, and work has to be cancelled because of weather conditions prior to Noon, the Contractor will be paid a minimum of four (4) hours at the applicable rate.

In the event of inadequate performance by the Contractor, ConnDOT reserves the right to withhold any payment to the Contractor until corrective measures have been made and completed. Should this practice of inadequate performance continue, ConnDOT reserves the right to cancel any and all purchase orders issued to the Contractor.

SPECIAL PROVISIONS:

WORK DAY:

In accordance with the normal work schedule in use by ConnDOT, quotations are requested for rental rates based on a seven and one half (7½) hour work day, 8:00 a.m. to noon, and 12:30 to 4:00 p.m., except for item number 3 and item number 8. The rates requested are for rentals by the hour and are to be based on a work day of seven and one half (7½) hours, regardless of how many hours are considered to be a normal work day of the Contractor. When operations require work in excess of seven and one half (7½) hours in any one (1) day, payment will be made at the applicable hourly rate as bid for the actual hours worked. Due to fluctuating work hours of ConnDOT's maintenance crews, normal work day hours may vary slightly by the season. Overtime rates do not apply.

FORM 816:

Form 816 is ConnDOT's "Standard Specifications for Roads, Bridges and Incidental Construction". Work is to be in accordance with FORM 816 including all supplements and other applicable standards. Copies of these Standard Specifications, FORM 816 may be purchased from:

State of Connecticut
Connecticut Department of Transportation
Manager of Contracts
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT. 06131-7546.

The price is twenty dollars (\$20.00) if the FORM 816 is mailed and sixteen dollars (\$16.00) if the FORM 816 is picked up. Checks are to be made out to: Treasurer – State of Connecticut.

OR

You may go to the following: <http://www.ct.gov/dot/cwp/view.asp?a=3609&q=455784>

EXHIBIT A
DESCRIPTION OF GOODS & SERVICES

LICENSE REQUIREMENTS:

Contractors submitting a bid for Items 1, 5, 7, 8 and 9 must meet the license requirement of Chapter 393 - electricians, plumbers, heating, piping and cooling contractors journeyman, elevator and fire protection sprinkler craftsmen of the Connecticut General Statutes. If bidding on these items, a Contractor must submit a copy of their E-1 Electrician - Unlimited Electrical Contractor's License, and a copy of their E-2 Electricians - Unlimited Electrical Journeyman's License (if company intends to have an E-2 working under the supervision of an E-1), as well as any other licenses required by law for employees working under the authority of this contract. Throughout the contract period the State will verify the licensing credentials of the Contractor. The State will require the Contractors to correctly bid and assign personnel in accordance with these requirements. The E-1 holder must be employed by the Contractor. Apprentices must be registered under an apprentice program with the State of Connecticut. The ratio of E-1 to E-2 apprentice must be one to one.

EQUIPMENT REQUIREMENTS:

All equipment provided must be in safe operating condition and all appropriate equipment must meet the following criteria

1. Unit must be fully insulated.
2. Unit must be tested to 100,000 volts and written certification must be supplied stating that the unit passed test and is di-electrically sound. This certification is required every one hundred and twenty (120) days.
3. Entire unit must meet all OSHA and ANSIA 92.2 requirements in effect, including stabilization regulations. Certification must be provided and must list the equipment's serial number. The State will carefully monitor ALL of these requirements before hiring equipment which is operated by State Forces.
4. All certification must be provided to ConnDOT's representative prior to the start of work.

EQUIPMENT INSPECTION:

ConnDOT reserves the right to inspect a Contractors' equipment or facility in an effort to determine if they are qualified to perform the services required by the contract.

TRAFFIC CONTROL:

Traffic Control will be provided by the Contractor for all items as follows:

TRAFFIC CONTROL OF SHORT DURATION: (Units Only)

Short duration activities are generally considered to be those in which it takes longer to set up and remove the traffic control zone than to perform the work. Typically, such operations can be accomplished in thirty (30) minutes or less.

During short-duration work, there are hazards involved for the crew in setting up and taking down the traffic controls. Also, since the work time is short, the time during which the motorists are affected is significantly increased as the traffic control is expanded. Considering these factors, it is generally held that simplified control procedures may be warranted for short-duration work. Such shortcomings may be offset by the use of other, more dominant devices such as special lighting units (arrow boards, strobe lights) on work vehicles in conjunction with traffic cones to delineate the work vehicle and/or work area. Conditions will vary, flaggers and advance warning workers ahead signs or symbols may also be needed.

TRAFFIC CONTROL – OTHER:

When Contractor furnished traffic control is used, the Contractor will supply and be responsible for all labor including traffic personnel, equipment, signs, sign supports, cones, and any other necessary materials. If in the opinion of the State a municipal police officer is required, the Contractor will be responsible for furnishing the officer. Traffic personnel are to be trained in the proper performance of their duties and will be in addition to working crew members.

Uniformed flaggers will be people who have successfully completed flagger training by the American Traffic Safety Services Association, National Safety Council or other approved programs. A copy of the flagger's training certificate will be provided to the Engineer before the flagger performs any work on the project. Uniformed flaggers will wear garments (including high visibility headgear) so as to be readily distinguishable as a flagger, in accordance with Standard 6E-3 of the Manual on Uniform Traffic Control Devices (MUTCD) and these specifications. A uniformed flagger will also be equipped with a STOP/SLOW paddle that is at least 18 inches in width with letters at least 6 inches high and conforms to Standard 6E-4 of the MUTCD and catalog number 387-8-9950 of ConnDOT's Catalog of Signs.

EXHIBIT A
DESCRIPTION OF GOODS & SERVICES

When required, ConnDOT will coordinate the hiring and payment of Connecticut State Police utilized for Traffic Control. The Contractor **remains** responsible for providing the installation and removal of all signs, sign supports, barricades, traffic cones, traffic delineators, and any other materials necessary as set for in the provisions of the attached "Traffic Control During Maintenance Operations".

If additional Traffic Control is needed in ConnDOT's Inspectors judgment, ConnDOT will further advise the Contractor what pattern to use and pay according to Item Number 10, and in accordance with the details and procedures of the attached Traffic Control Patterns.

PRECONSTRUCTION MEETING:

A pre-construction meeting will be scheduled, if required, by the using unit prior to the actual work being performed. Such meeting will be held at no additional cost to ConnDOT.

TRANSPORTING EQUIPMENT:

Equipment must be registered in accordance with Section 14-12a of the Connecticut General Statutes (see section Vehicle Registration Requirements). All equipment is to be insured, and properly lighted as required by the State of Connecticut, Department of Motor Vehicles (DMV). All equipment is to be equipped with warning devices. The cost of transporting equipment to and from the area in which it will be used will be the responsibility of the Contractor. No transportation charges, setup or breakdown fees or charges will be allowed. Hourly rates will only be paid for transportation when ConnDOT requires equipment to be transported from one job site to another within the normal work day.

ENVIRONMENTAL COMPLIANCE:

Contractors will be required at all times to be in compliance with the environmental standards criteria and regulations promulgated by the State of Connecticut, Department of Environmental Protection (DEP). During any period that a Contractor is found to be in noncompliance, no new purchase orders will be issued. The Contractor will comply with Section 1.07.16 of the Form 816 and ConnDOT's Best Management Practices.

GEOGRAPHICAL LIMITS:

The geographical limits of each District are outlined on the enclosed State map. (see form No. Maint. 80)

SAFETY EQUIPMENT:

The proper safety items must be used by all personnel at the job site participating under this contract and all work shall be performed to the most current OSHA standards by trained personnel.

TECHNICAL SPECIFICATIONS

Page 1 of 3

The Bidder shall furnish all supervision, labor, equipment, vehicles, materials, supplies, fuel, insurance, and services necessary to accomplish the requirements of this contract. All work shall be performed in a professional manner, using quality equipment, all of which must be maintained and operated by the contractor.

1. **Electrical Service Unit:**

One (1) Bucket Truck having a minimum bucket height of 50 feet to the bottom of the bucket and a 350 lb. lifting capacity. Bucket work performed within 10 feet of primary voltage cables shall be performed in accordance to OSHA 1910-333. A minimum manpower of one (1) working Supervisor [E-1 or E-2] certified in the electrical trade and one (1) State of Connecticut Registered Electrical Apprentice and all necessary tools. Only "Short Duration" Traffic Control is to be provided inclusive in this price.

Additional Personnel [when needed]

(A) Trades Journey Person Electrician [E-2]

(B) State of CT Registered Electrical Apprentice

2. **Bucket Truck:**

Bucket Truck with minimum capacity of 350 lbs. Minimum height to bottom of bucket 40 feet. Truck will be picked up at Vendor's location and operated by State forces.

3. **High-Lift Extend Bucket Truck:**

Minimum capacity of 350 lbs., overall reach 80 feet. Unit to be used at Bradley International Airport. Unit is to be delivered and picked up at airport by vendor, and operated by State forces.

4. **Signal Loop Detector Installation Unit:**

Wet saw cut and install Loop Detectors with polyester sealant for Traffic and Piezo Sensor Installations. The price per linear foot of saw cut is to include all materials and labor. The Contractor's work is to include all electrical connections. All work is to be done in accordance with the latest ConnDOT Standard Sheet TR1111_01 and TR1000_01.

4a. **Piezo Sensor Installation Unit:**

Wet saw cut slots to measure ¾" wide by 1 ¼" in depth by 12 feet long. Install a State provided Piezo Sensor(s) and Polyurethane Resin in accordance with BL Roadtrax Traffic Sensor Installation Instructions and attached ConnDOT's Piezo Sensor Installation Procedure. Wet cut home run slots for Piezo Installation to measure 3/8" wide by 1 ½" deep. Install new liquidtight flexible nonmetallic conduit from the handhole 1 foot into the shoulder. Install Piezo sensor cable in home run slots and conduit from the Piezo sensor to cabinet unspliced and connect to terminal blocks in cabinet using spade connectors. The Contractors work shall include all electrical connections. Loop detectors and Piezo home runs to be done under Item #4.

The Piezo Sensor Installation Unit shall include: All tools and equipment necessary to comply with the manufacturer's installation requirements and ConnDOT's specifications.

TECHNICAL SPECIFICATIONS

Page 2 of 3

The Bidder shall furnish all supervision, labor, equipment, vehicles, materials, supplies, fuel, insurance, and services necessary to accomplish the requirements of this contract. All work shall be performed in a professional manner, using quality equipment, all of which must be maintained and operated by the contractor.

5. Traffic Signal Installation Unit:

The necessary equipment to construct or install Traffic Signals shall be as follows: One (1) bucket truck having a minimum bucket height of 35 feet to bottom of the bucket and a lift cap to set Signal Heads. Bucket work performed within 10 feet of primary voltage cables shall be performed in accordance to OSHA 1910-333. A utility truck with generator, conduit bender, conduit threader, ratchet cable puller, test equipment and miscellaneous tools required to install Traffic Signals and traffic control is to be provided inclusive in this price.

The Traffic Signal Installation Unit shall include three (3) workers. One (1) working supervisor [E-1 or E-2] and one (1) journeyman [E-2], both of which shall be certified in the electrical trade and one (1) equipment operator/driver/laborer/grounds person.

Additional Equipment:

- A. Pole Auger/Derrick Truck
- B. 1/3 C.Y. [minimum capacity] Loader/Backhoe
- C. 2 C.Y. [minimum capacity] Dump Truck
- D. 2 Ton [minimum capacity] 50 foot Hydraulic Boom
- E. Loop Truck: 1 ½ Ton capacity with a 500 gallon full water tank. Minimum 18 HP wet concrete saw with a 3/8 inch blade and a 250 CFM compressor.
- F. Vermeer VM600 with 4 inch wide cut and 4 feet depth with operator. Broken teeth will be the responsibility of the Contractor.
- G. Additional Trades Journeyman [E-2]
- H. Additional Electrical Apprentice
- I. Additional Laborer

6. Sign Installation Unit:

Unit to include three (3) workers: one (1) of which shall be a working supervisor, one (1) equipment operator/driver and one (1) laborer. The necessary equipment to construct or install extruded Aluminum Signs on break-away or fixed sign supports, shall be as follows: utility truck and miscellaneous tools, only "short duration" traffic control shall be provided inclusive of this price. Construction material, if needed, will be supplied by the State.

Additional Equipment:

- A. Auger: Truck mounted earth boring machine, 8 inch to 30 inch diameter with a minimum depth of 8 feet.
- B. Hydraulic Boom: ¼ Ton minimum lifting capacity with a 20 foot reach.
- C. Cement/Concrete Mixer: Gasoline powered, tilting drum, tag-along type, 3 to 6 C.F. capacity.

TECHNICAL SPECIFICATIONS

Page 3 of 3

The Bidder shall furnish all supervision, labor, equipment, vehicles, materials, supplies, fuel, insurance, and services necessary to accomplish the requirements of this contract. All work shall be performed in a professional manner, using quality equipment, all of which must be maintained and operated by the contractor.

7. **Traffic Signal Relamping Unit:**

The Contractor shall provide the necessary equipment to relamp the traffic signal(s) within an entire intersection with LED lamps supplied by the State. Typically, relamping shall take place within the same town(s). Relamping shall include cleaning lamp covers, if applicable.

The Traffic Signal Replamping Unit shall include: Two (2) workers; one (1) trades journeyman [E-1 or E-2] certified in the electrical trade and one (1) equipment operator/driver/ground person. One (1) bucket truck with a minimum height of 25 feet to the bottom of the bucket, and a maximum height of no more than 35 feet, all miscellaneous tools and all equipment and materials needed to relamp traffic signals. **Note: the used LED lamps shall be disposed of by the Contractor as a Universal Waste (used electronics), at no cost to the State.**

8. **Highway Illumination Relamping Unit:**

The Contractor shall provide the necessary equipment to relamp highway illumination fixtures along CT State highways. Relamping will include washing & cleaning of the refractor and reflector.

The Highway Illumination Relamping Unit shall include: Two (2) workers; one (1) trades journeyman [E-1 or E-2] certified in the electrical Trade and one (1) equipment operator/driver/ground person. Equipment shall include: One (1) bucket truck with a minimum height of 55 feet to the bottom of the bucket, and all necessary tools needed to relamp. New lamps to be furnished by the State. Old lamps are to be returned to the State.

9. **Pedestrian Crossing Signal Relamping Unit:**

The Contractor shall provide the necessary equipment and tools to relamp pedestrian crossing signals within an entire intersection with LED lamps supplied by the State. Typically, relamping shall take place within the same town(s). Relamping shall include cleaning lenses and reflectors, if applicable. **Note: the used LED lamps shall be disposed of by the Contractor as a Universal Waste (used electronics), at no cost to the State.**

TRAFFIC CONTROL DURING MAINTENANCE OPERATIONS (English Version)

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

TRAFFIC CONTROL PATTERNS: Traffic control patterns shall be used when a work operation requires that all or part of any vehicle protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

1. Speed and volume of traffic.
2. Duration of operation.
3. Exposure to hazards.

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Typical traffic control plans 20 through 25 may be used for moving operations such as painting, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and flaggers shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Engineer or Supervisor must contact both the District Traffic Representative and the District Safety Advisor for assistance prior to setting up a traffic control pattern.

PLACEMENT OF SIGNS: Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs may be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

Allowable Adjustment of Signs and Devices
Shown on the Traffic Control Plans

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer or Supervisor to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer or Supervisor may require that the signing pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

TABLE I – MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

PAVING OPERATIONS ON HIGHWAYS – WORK BY CONTRACTOR:

The Engineer or Supervisor will be assigned to each project to coordinate the traffic control for paving operations and determine the number of traffic control personnel required.

The District Traffic Representative will determine the hours of the paving operations and will coordinate the paving operations with other construction activities in the immediate area. The District Traffic Representative will be available to assist field forces on traffic control issues and may contact the Division of Traffic Engineering for additional assistance.

When work hours on a particular project have been established, an on-site meeting between the Department and the Contractor will be held two weeks prior to the starting date. If the District Traffic Representative determines that it is necessary, a news release will be prepared and distributed to the local papers, radio stations, State Police, and municipalities.

MOVING OPERATIONS - WORK BY STATE FORCES:

The Engineer or Supervisor will be assigned to each project and will direct the entire moving operation. If the Engineer or Supervisor must leave the operation, a substitute shall be assigned to continue the operation.

All personnel involved in this work will be instructed by the Engineer or Supervisor regarding the proper application of traffic control patterns that will be used to complete the work.

The first advance warning to the motorist shall be vehicle #1 which shall be located considering ramps, grades, curves, volumes, and speed of the traffic. This vehicle shall not restrict any portion of the travelway on multilane highways, except as noted on plans.

All vehicles shall have the appropriate illuminated warning devices.

INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.

Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.

USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)

On limited access, high volume roadways, a TMA shall be placed prior to the first work area in the traffic control pattern. If there are multiple work areas within the same pattern, then additional TMAs may be positioned at each additional work area in the pattern as needed.

TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area.

TRAFFIC CONES

Traffic Cones shall be fluorescent orange PVC with 6" and 4" white retroreflective collars. Traffic cones shall be 36" minimum in height and 12 lbs. minimum in weight with the following approximate dimensions: 14" square base, 2 ¼" top O.D., 10 ½" bottom O.D.

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN THE INSTALLATION OF AN ADDITIONAL SIGN (A) IN ADVANCE OF THE STOPPAGE SHOULD BE CONSIDERED.
2. SIGNS (AA), (A) AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE #1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. A CHANGEABLE MESSAGE SIGN MAY BE UTILIZED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
5. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 72 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA WILL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS REOPENED TO ALL LANES OF TRAFFIC.
7. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN THE EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED AND TEMPORARY PAVEMENT MARKINGS THAT DEPICT THE PROPER TRAVEL PATHS SHALL BE INSTALLED.
8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200' ON LOW SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
9. FOR SHORT DURATION OPERATIONS, 4 TRUCK MOUNTED ATTENUATOR UNITS MAY BE USED TO CREATE THE TAPER IN LIEU OF TRAFFIC CONES/DRUMS.
10. FOR THE INSTALLATION OF PAVEMENT MARKINGS, VEHICLE 1 SHALL HAVE A SIGN WITH THE LEGEND "LINE PAINTING".

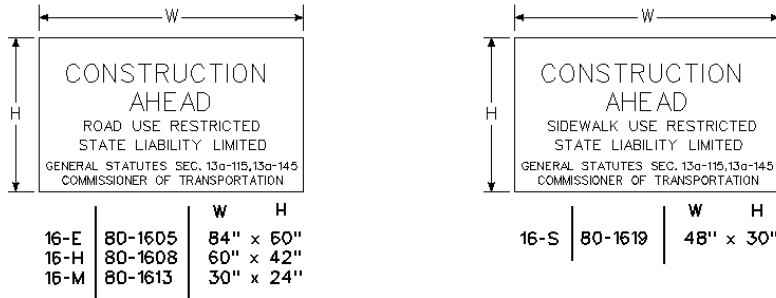


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DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
NOTES

SERIES 16 SIGNS



THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED- ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

THE LOCATION OF SERIES 16 SIGNS SHOULD BE INSTALLED AS DIRECTED BY THE ENGINEER OR SUPERVISOR, OR MAY BE FOUND ELSEWHERE IN THE PLANS.

IF SIGNS ARE TO BE POST MOUNTED THEN:

SIGN 16-E OR 16-H SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H OR 16-M SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

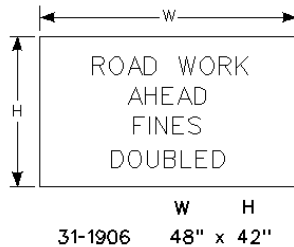
SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

IF SIGNS ARE TO BE MOUNTED ON PORTABLE SUPPORTS, THEN SIGN 16-M SHALL BE USED.

REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

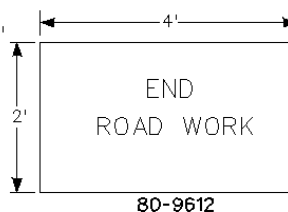
THE REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHEN THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS. THE "ROAD WORK AHEAD, FINES DOUBLED" REGULATORY SIGNS SHALL NOT BE INSTALLED ON TOWN ROADS.

THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.




"END ROAD WORK" SIGN

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



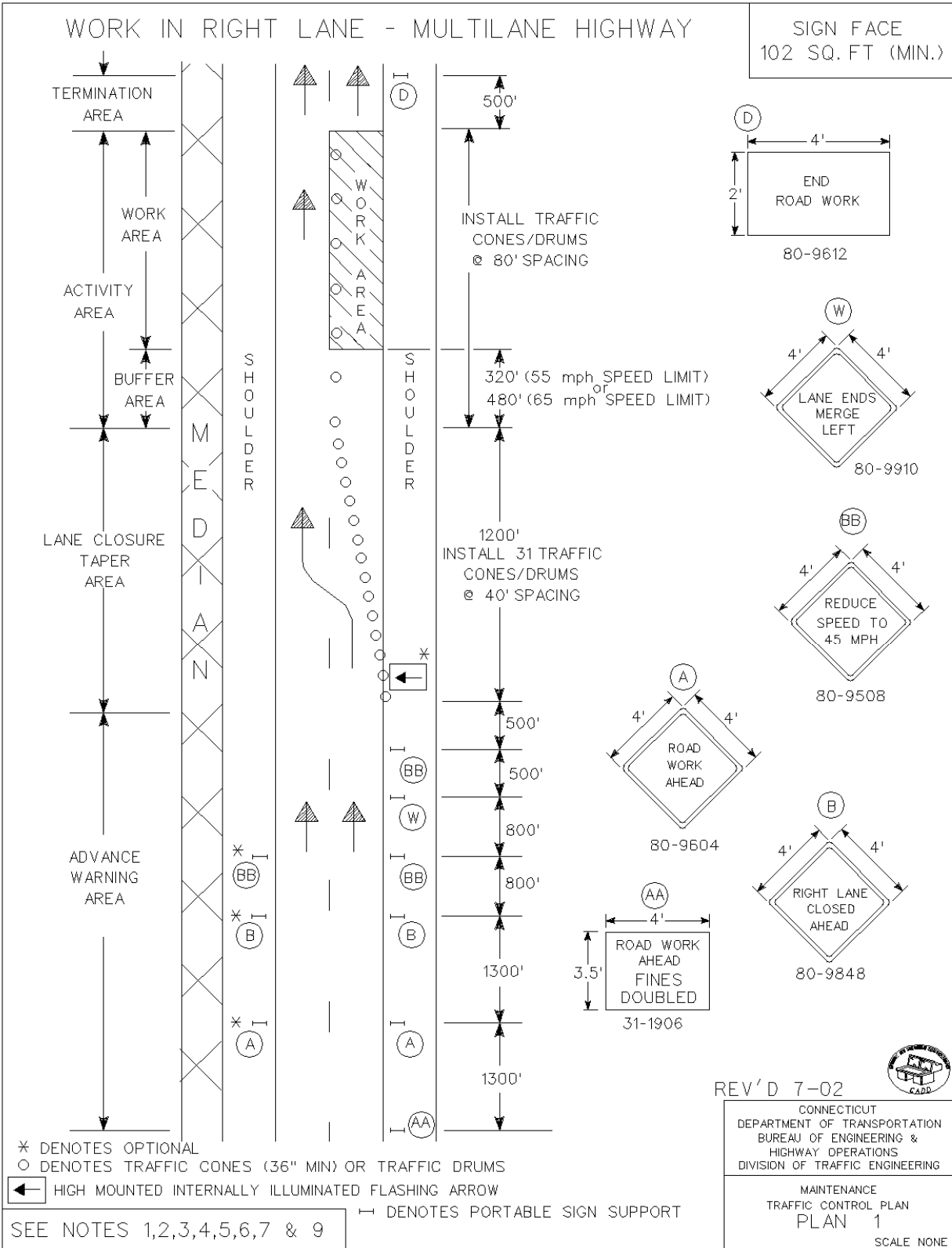
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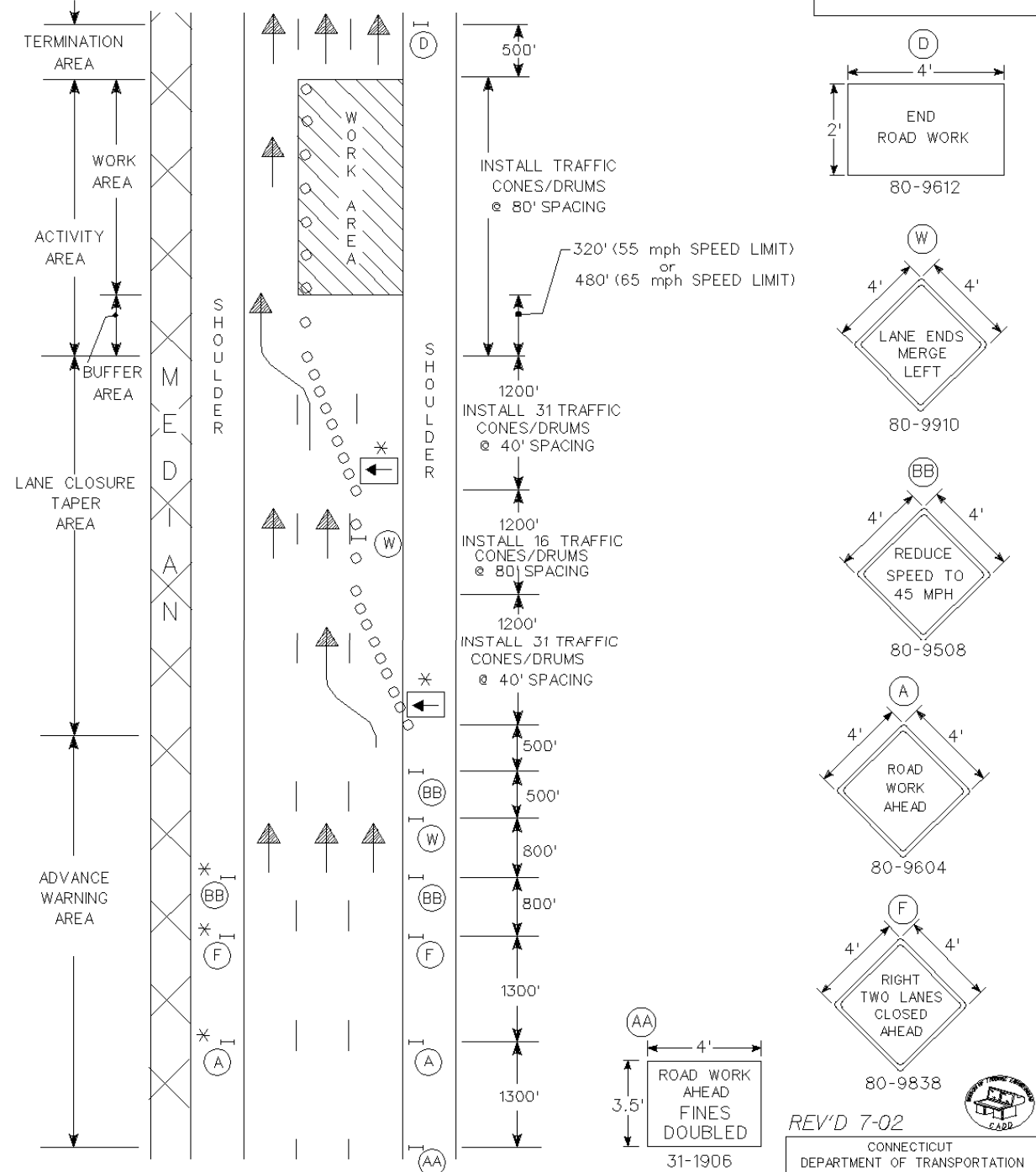
MAINTENANCE
TRAFFIC CONTROL PLAN

REQUIRED SIGNS



WORK IN RIGHT TWO LANES - MULTILANE HIGHWAY

SIGN FACE
118 SQ. FT. (MIN)



- ⊥ DENOTES PORTABLE SIGN SUPPORT
- DENOTES TRAFFIC CONE OR TRAFFIC DRUM
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

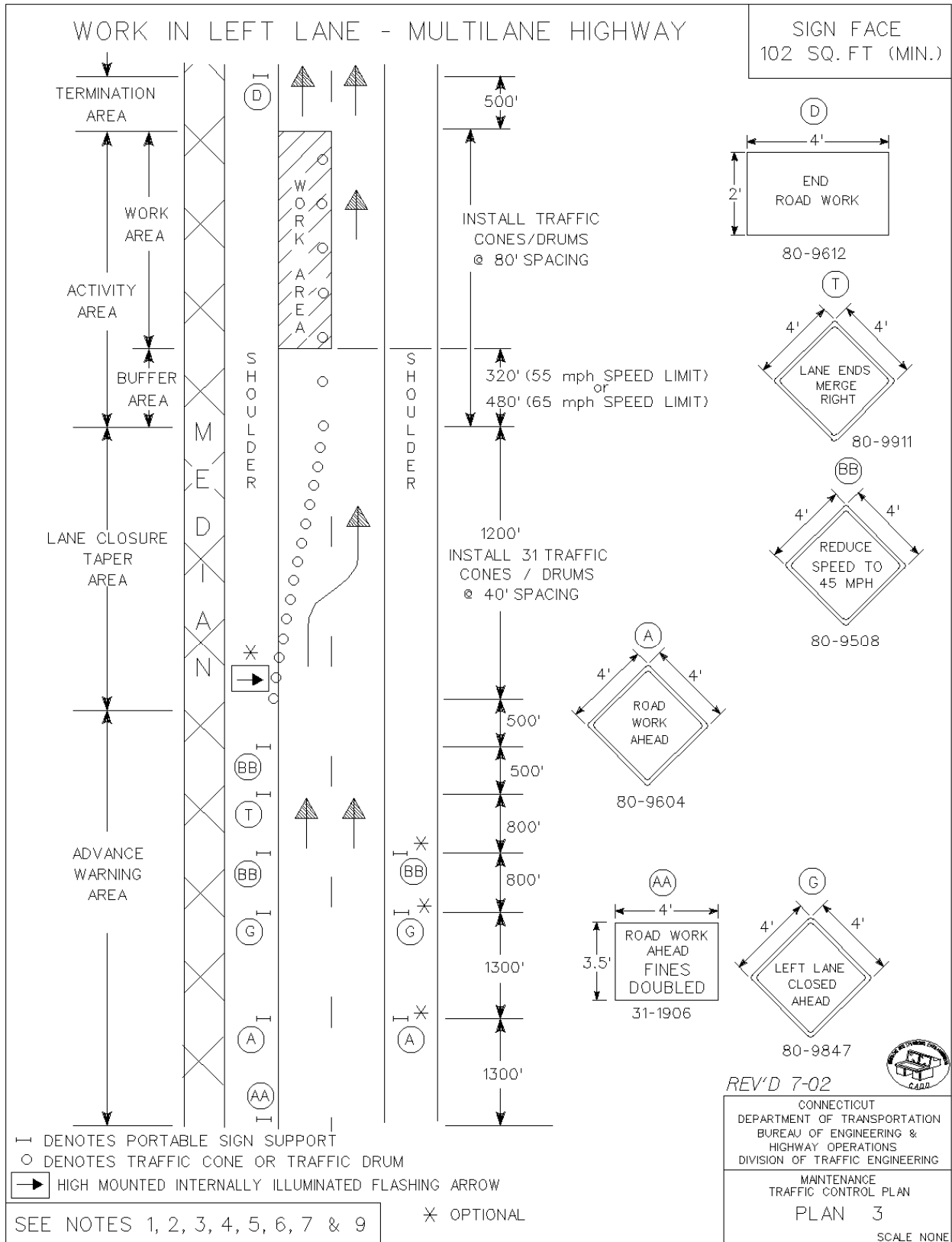
SEE NOTES 1, 2, 3, 4, 5, 6, 7 & 9

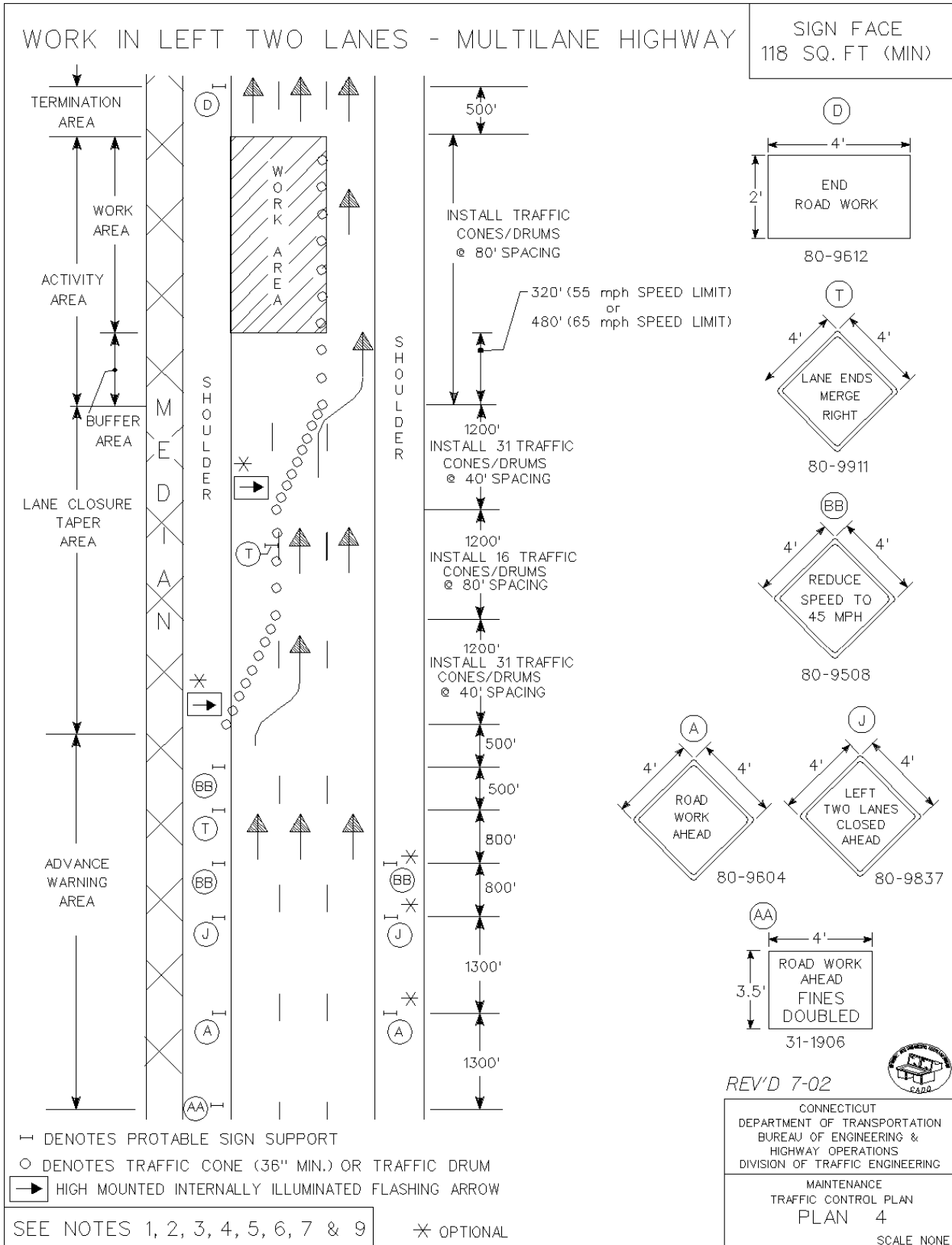
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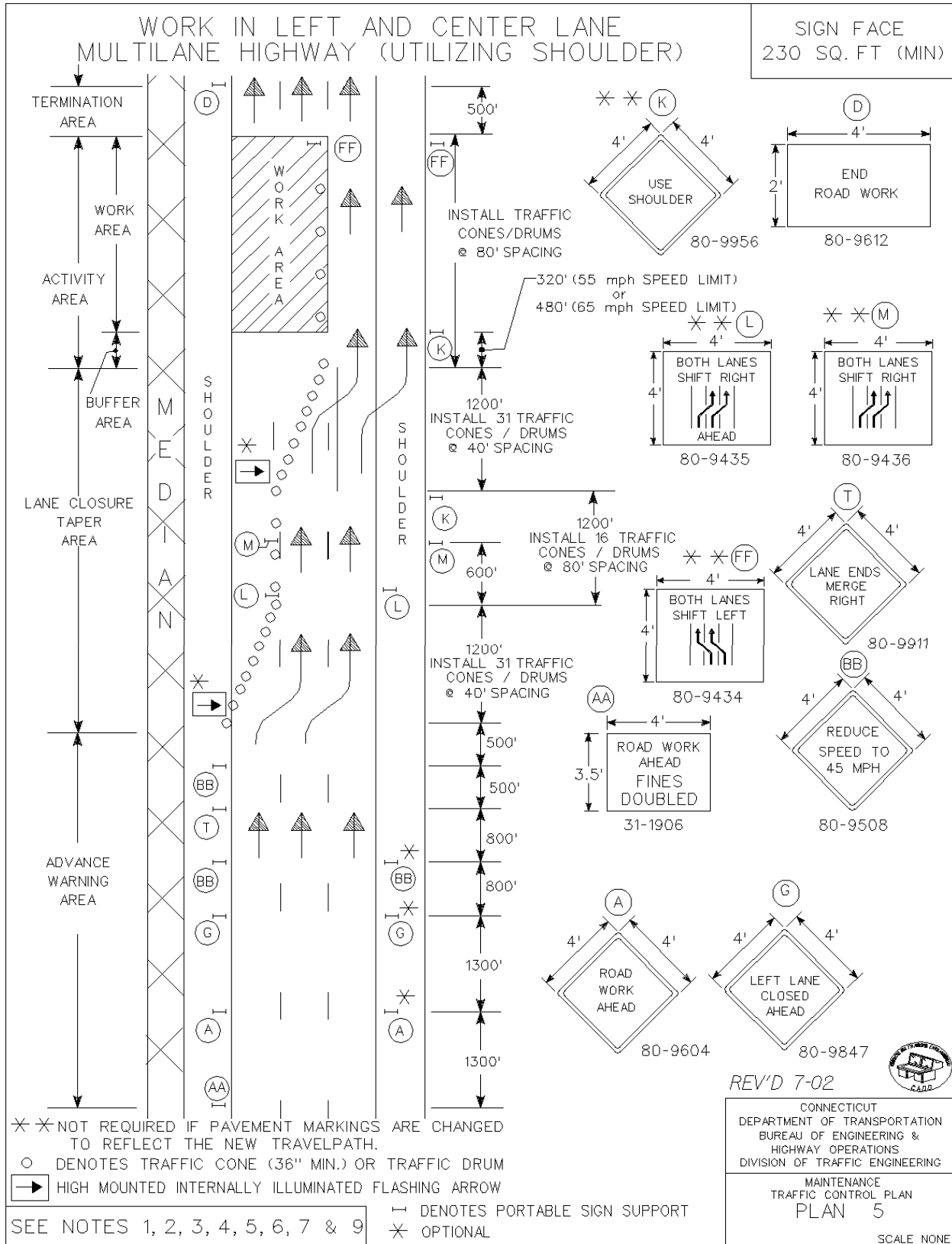
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MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 2
SCALE NONE

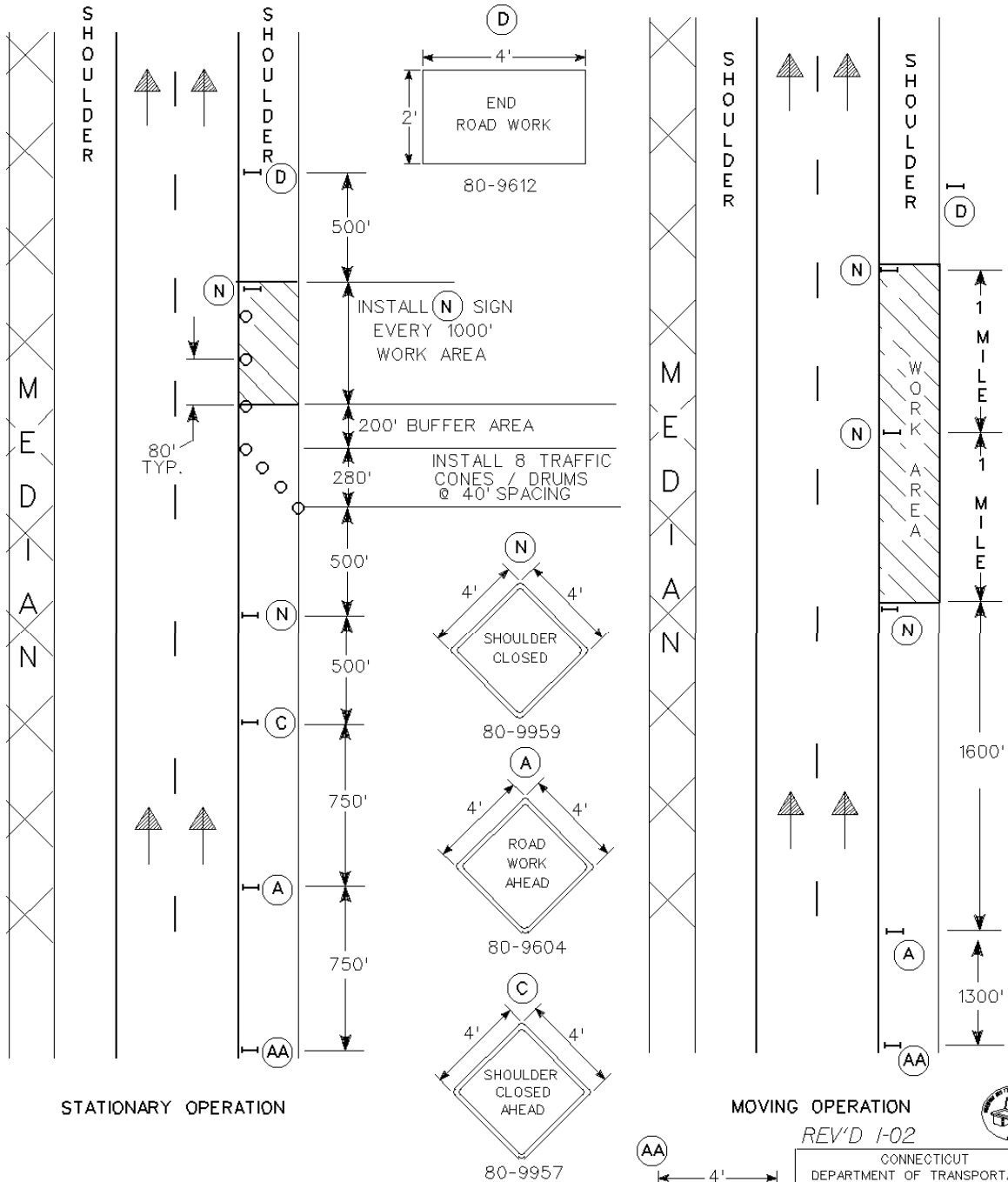






WORK IN SHOULDER AREA - MULTILANE HIGHWAY

SIGN FACE
86 & 78 SQ. FT (MIN)

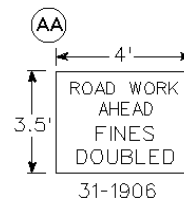


STATIONARY OPERATION

MOVING OPERATION

- DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM
- ┌ DENOTES PORTABLE SIGN SUPPORT

SEE NOTES 1, 2 & 5



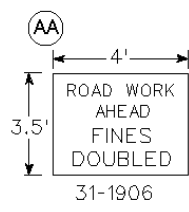
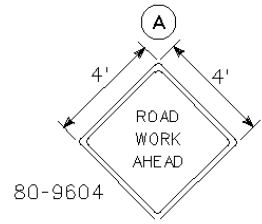
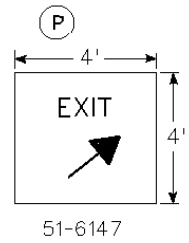
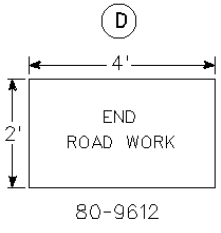
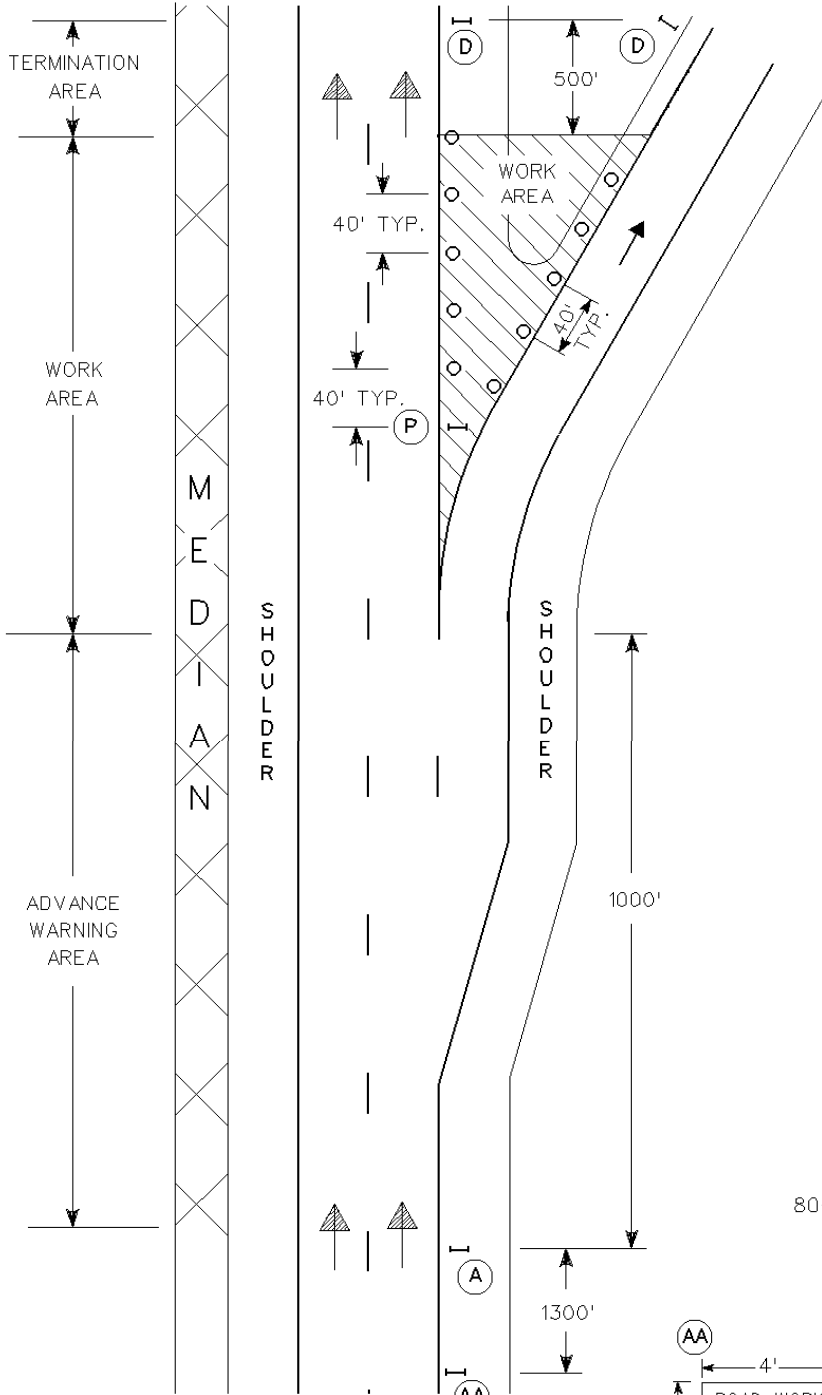
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MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 6
SCALE NONE

WORK IN RAMP GORE AREA

SIGN FACE
62 SQ. FT (MIN)



O DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM
 P DENOTES PORTABLE SIGN SUPPORT

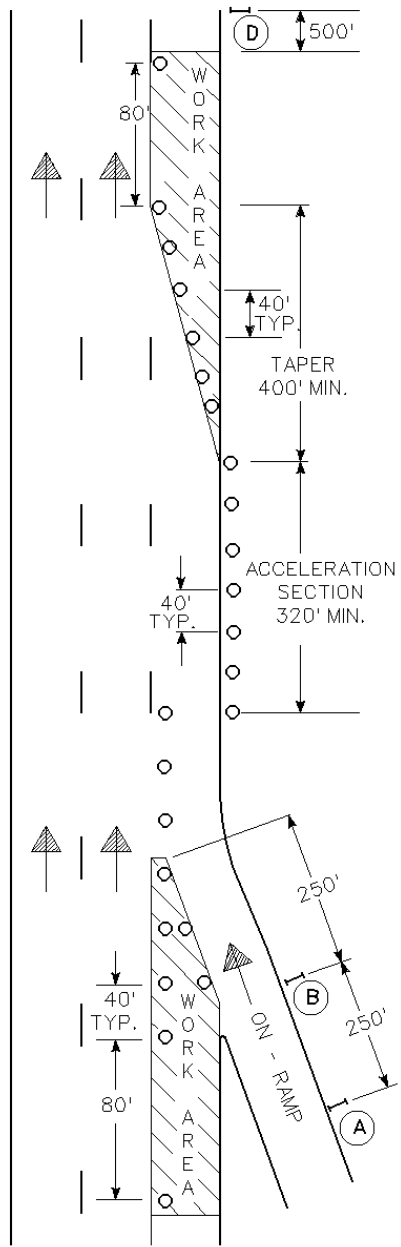
SEE NOTES 2 & 5

REV'D 8-01
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 DIVISION OF TRAFFIC ENGINEERING
 MAINTENANCE
 TRAFFIC CONTROL PLAN
 PLAN 7
 SCALE NONE

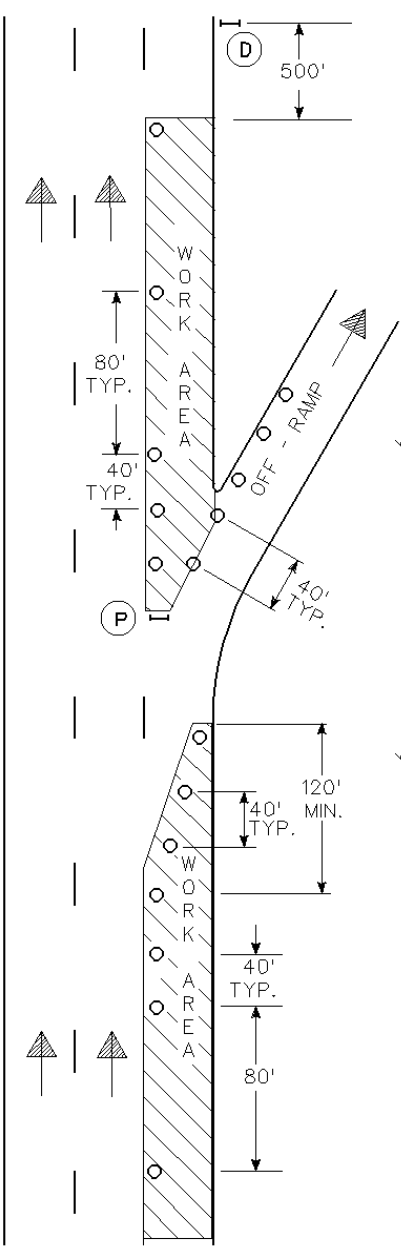
APPROVED John F. Carey DATE 8/7/01
 PRINCIPAL ENGINEER

TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

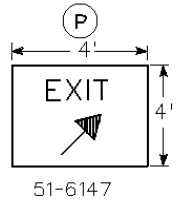
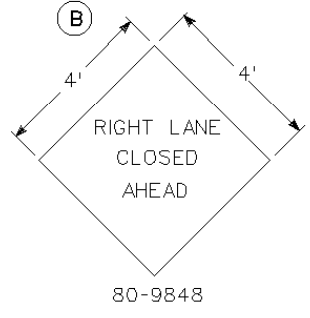
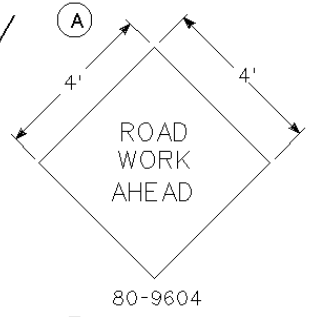
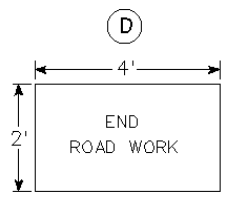
SIGN FACE SQ. FT VARIES



ON - RAMP TREATMENT



OFF - RAMP TREATMENT



USE TRAFFIC CONTROL PLAN 1 TO CLOSE THE RIGHT LANE.
 ▬ DENOTES PORTABLE SIGN SUPPORT
 ○ DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM

SEE NOTES 1, 2, 4, 5, 6 & 7

REV'D 11-01

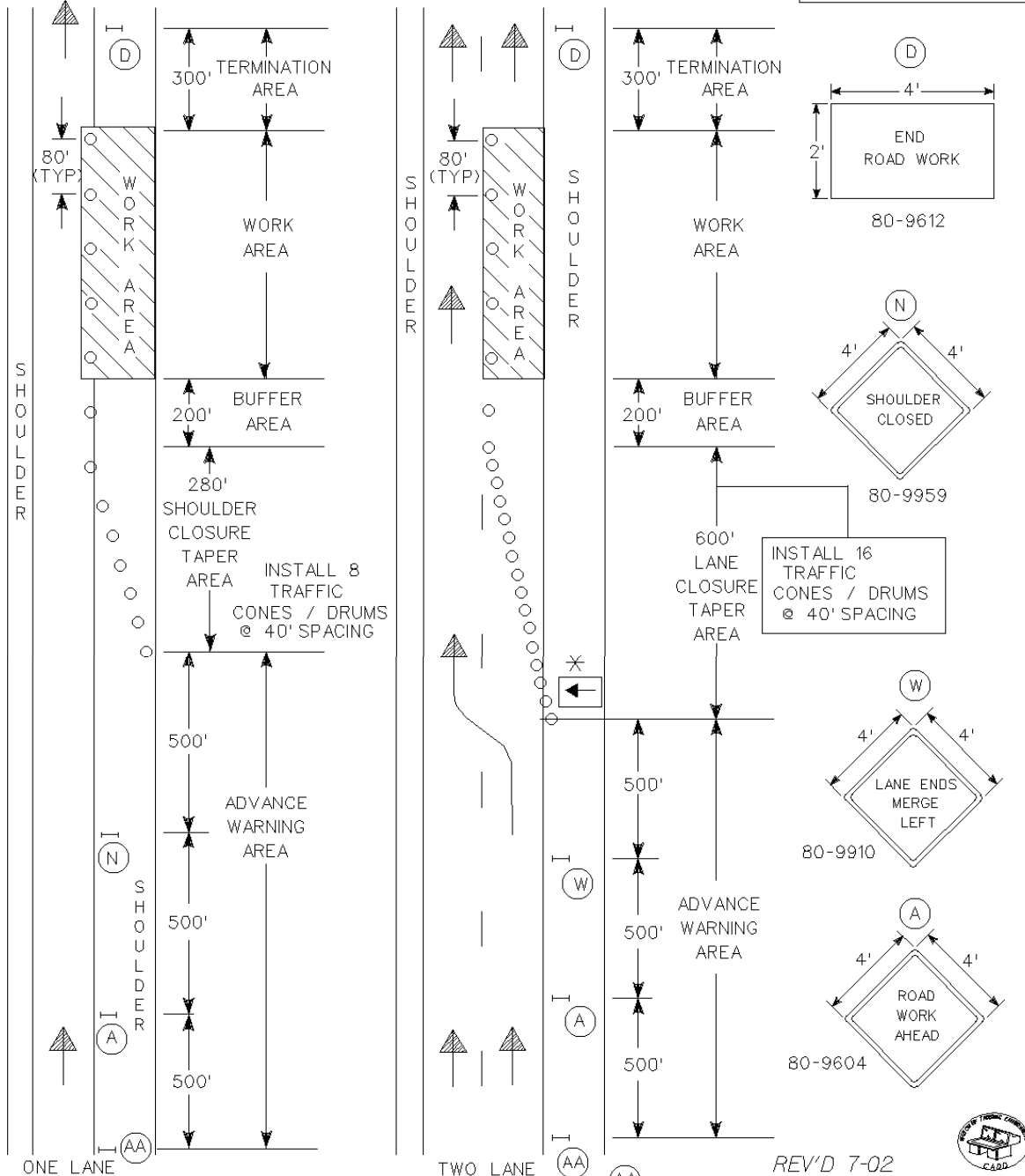
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MAINTENANCE
 TRAFFIC CONTROL PLAN
 PLAN 8

SCALE NONE

WORK ON TURNING ROADWAYS/RAMPS

SIGN FACE
54 SQ. FT. (MIN.)



- DENOTES PORTABLE SIGN SUPPORT
- DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SEE NOTES 1, 2, 3, 4, 5, 7 & 9

⊗ OPTIONAL

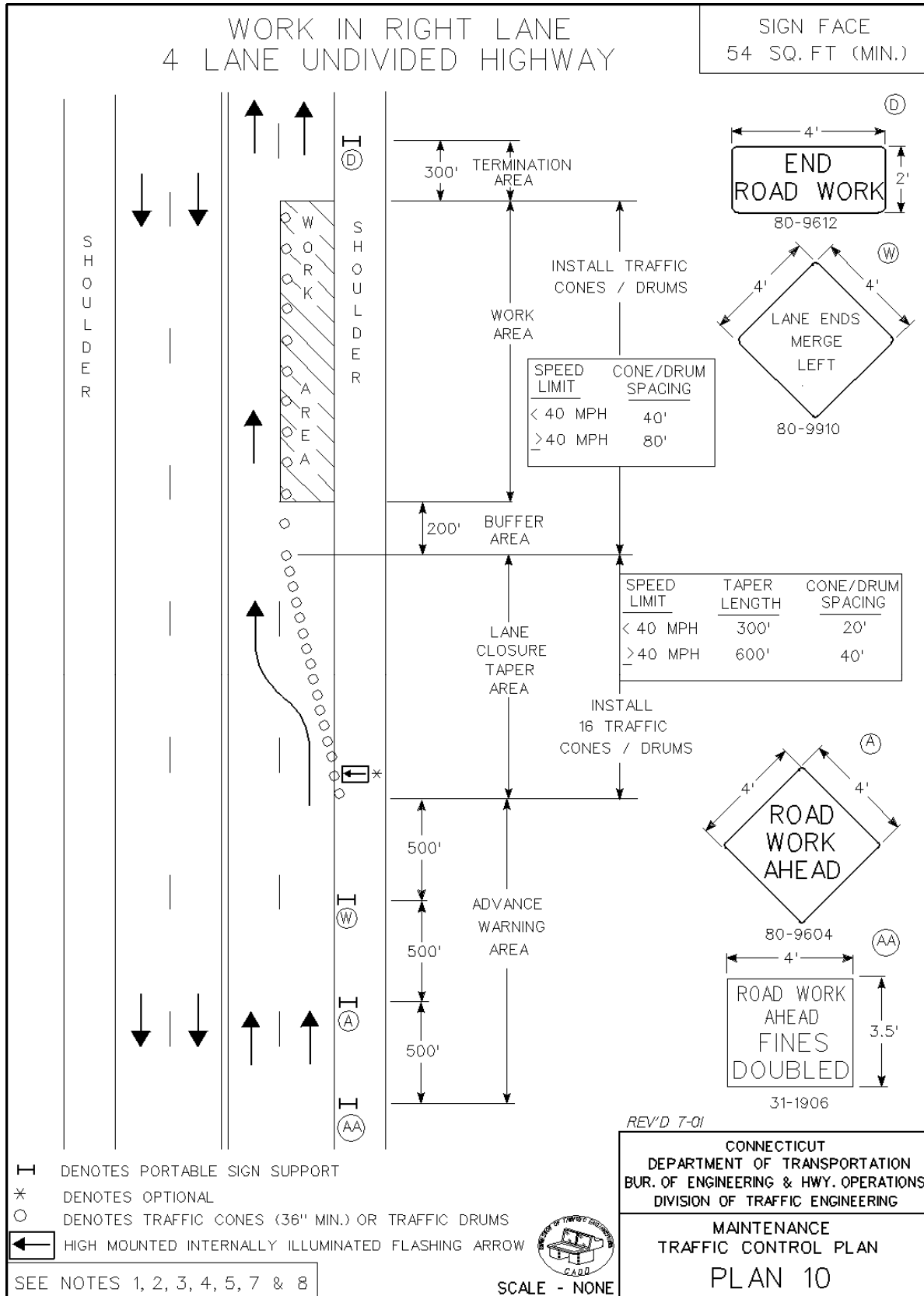
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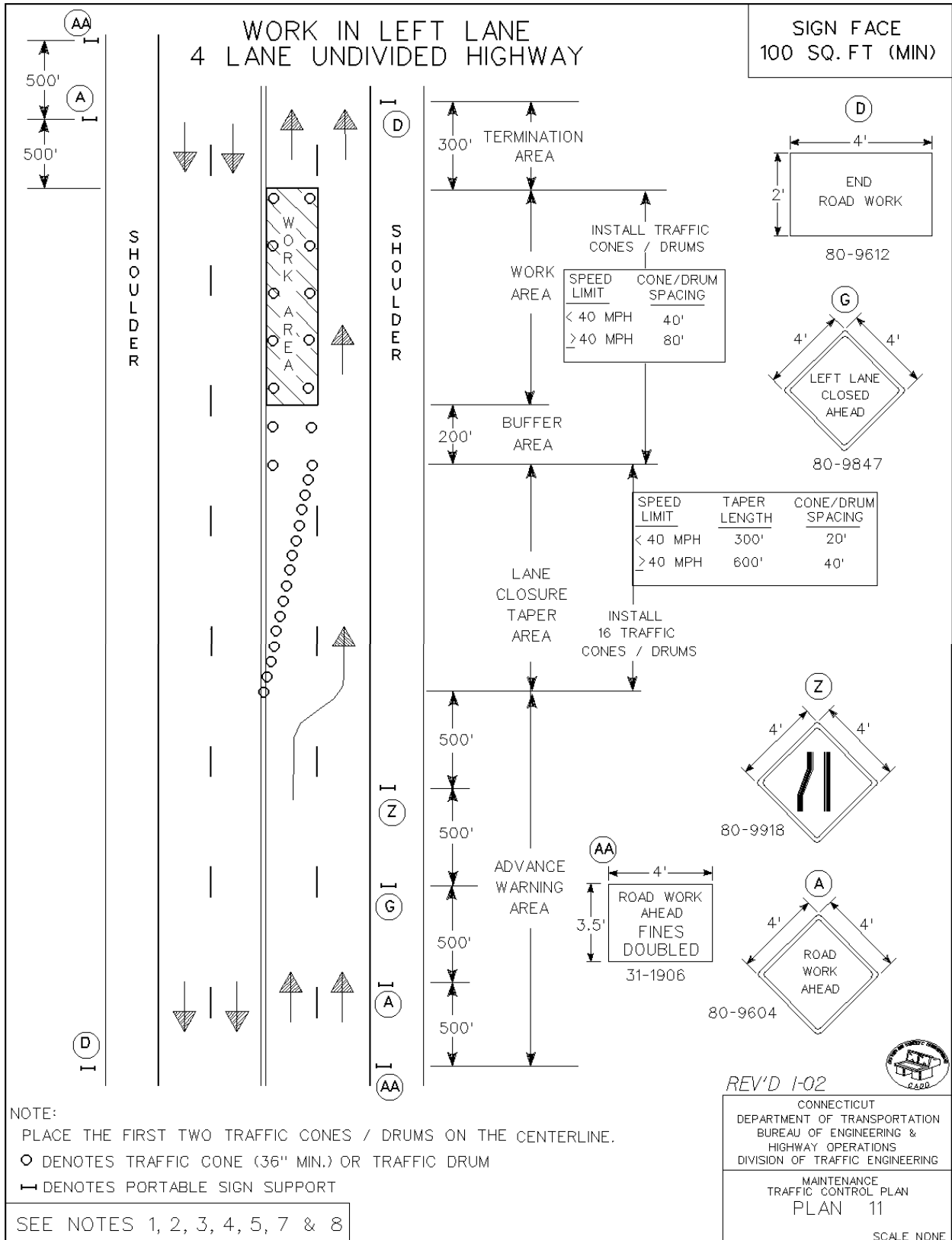
MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 9

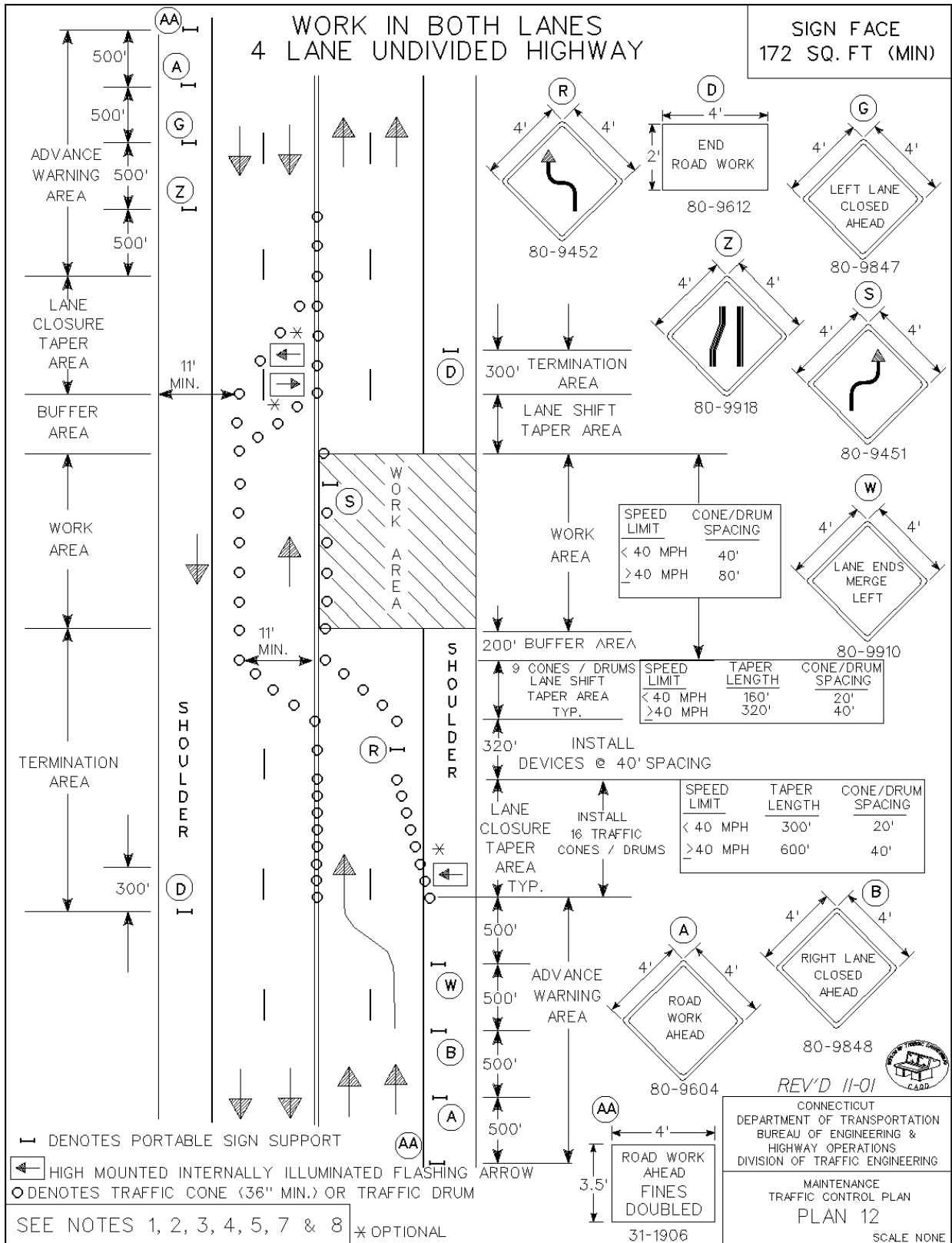
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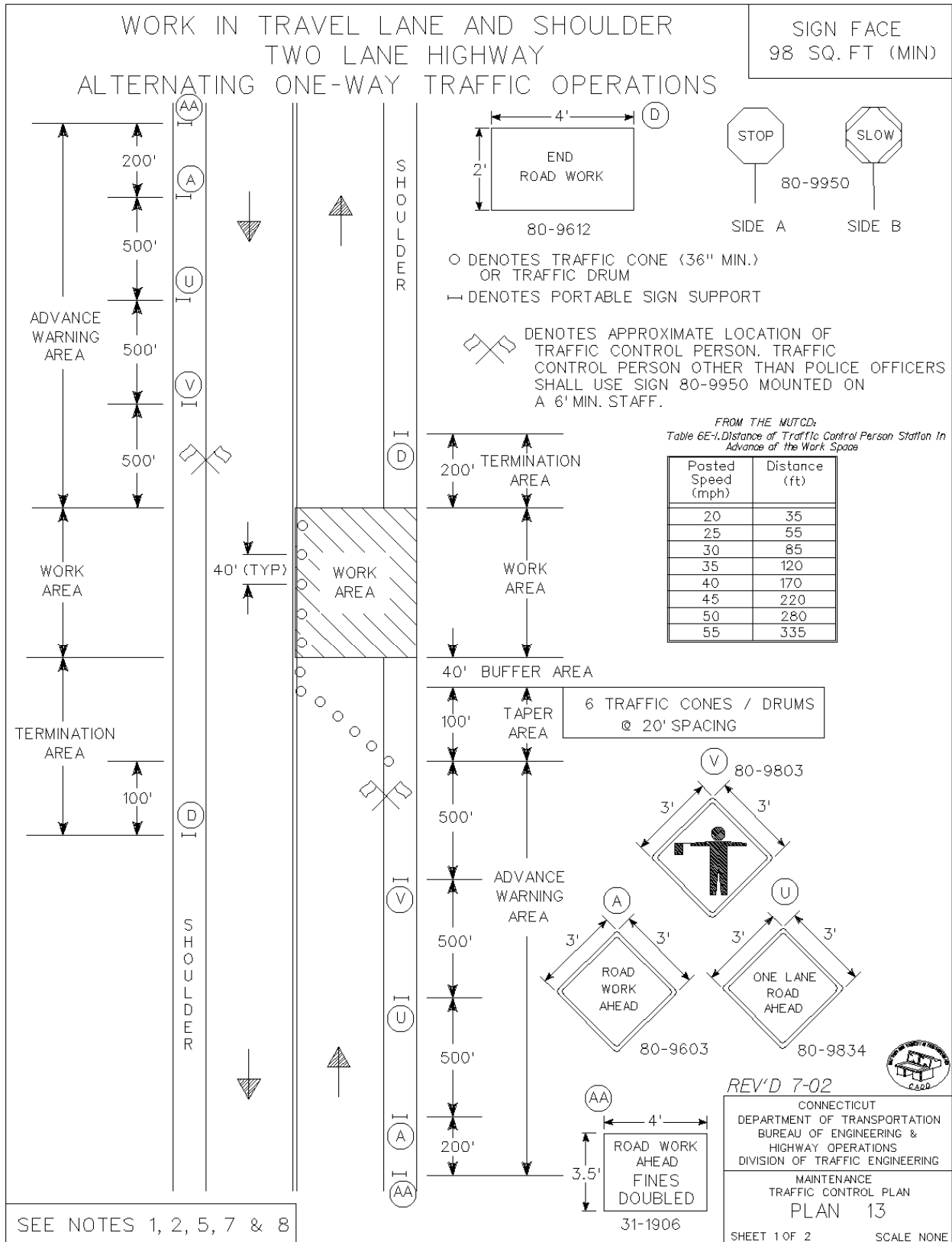
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APPROVED J.F. Carey DATE 7-23-01
 PRINCIPAL ENGINEER







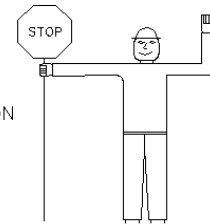
WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

HAND SIGNAL METHODS TO BE USED BY TRAFFIC CONTROL PERSONS

THE FOLLOWING METHODS FROM SECTION 6E.04 TRAFFIC CONTROL PERSON PROCEDURES IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED BY TRAFFIC CONTROL PERSONS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

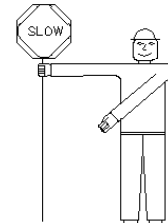
A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE TRAFFIC CONTROL PERSON SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



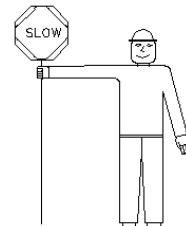
B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE TRAFFIC CONTROL PERSON SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE TRAFFIC CONTROL PERSON SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE TRAFFIC CONTROL PERSON SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE TRAFFIC CONTROL PERSON HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



SEE NOTES 1, 2, 5, 7 & 8

REV'D 7-02

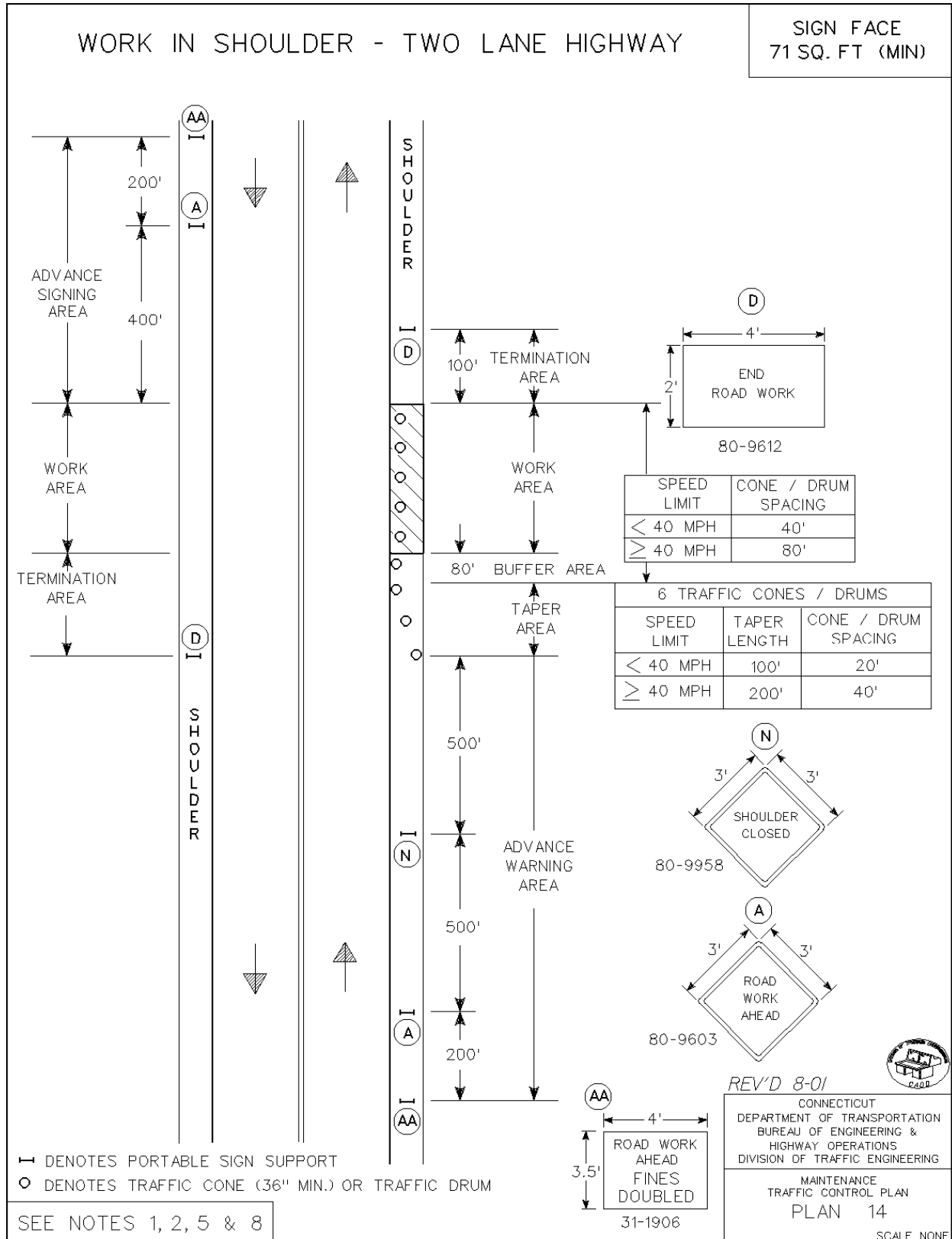


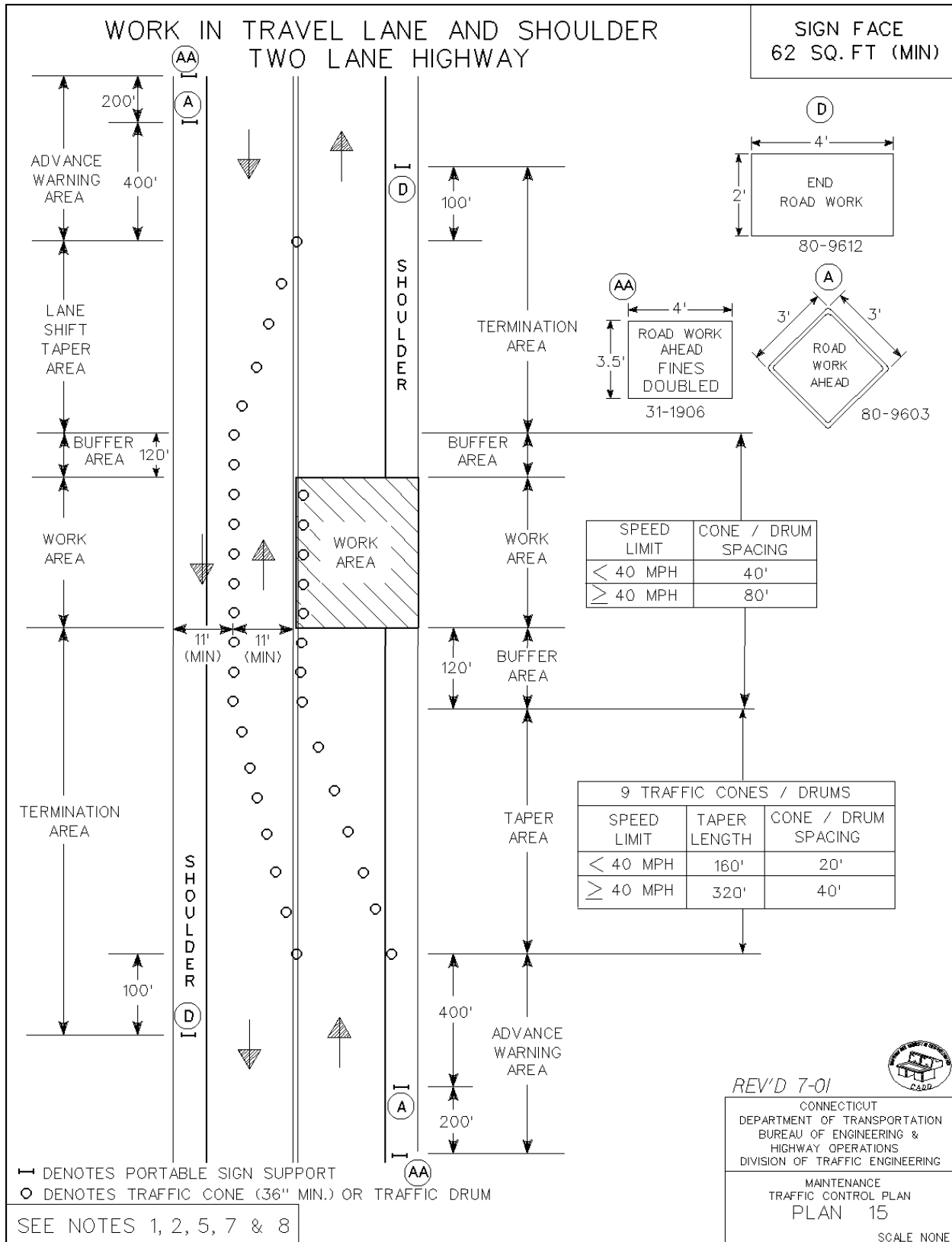
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HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

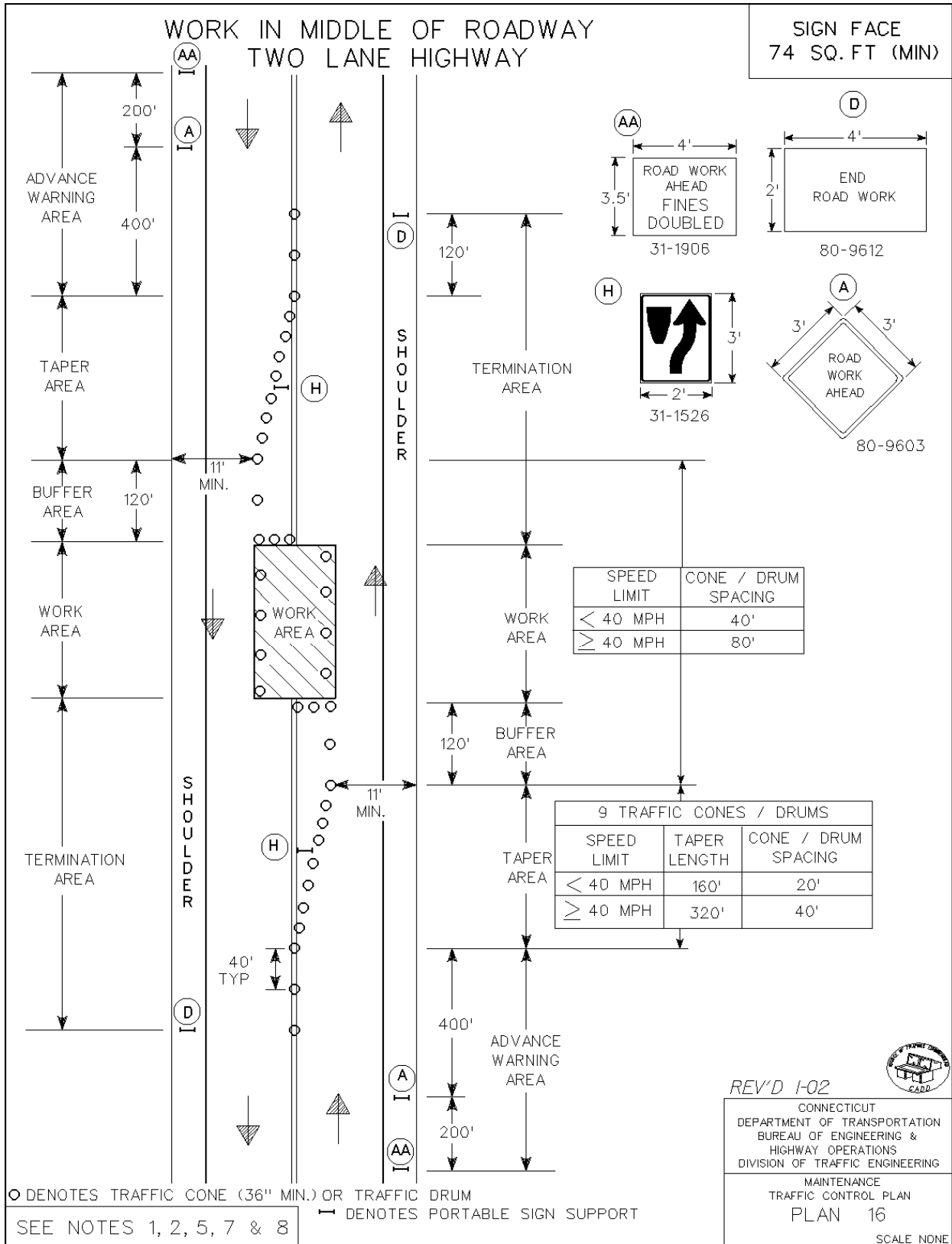
MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 13

SHEET 2 OF 2 SCALE NONE

APPROVED Charles S. Harlow DATE 7/19/02
PRINCIPAL ENGINEER

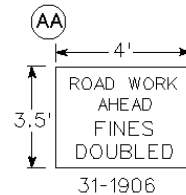
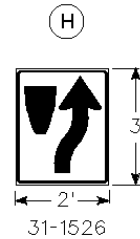
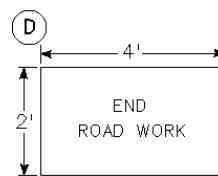
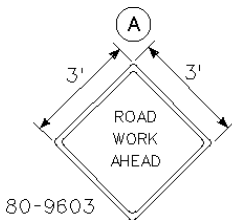
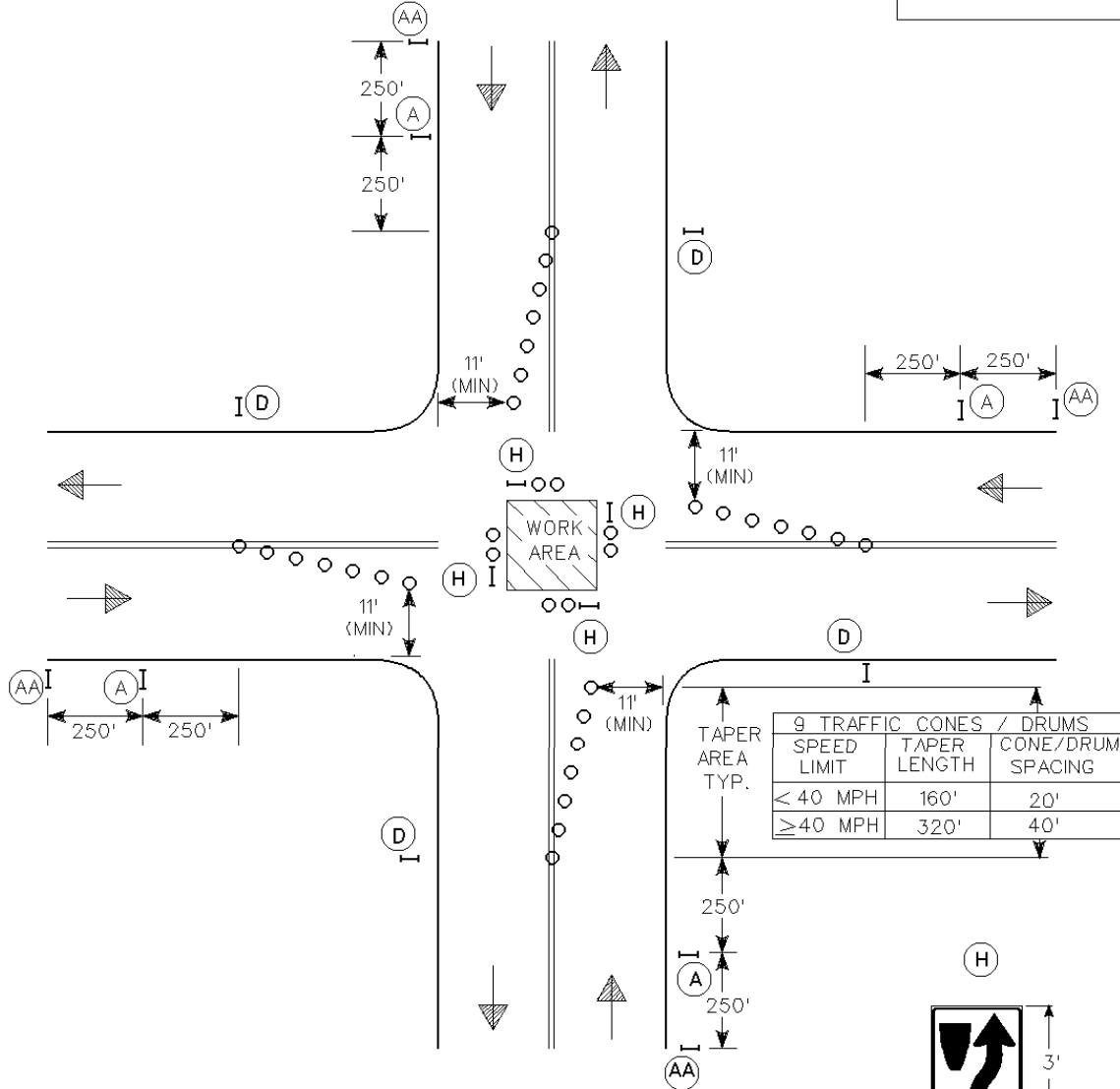






WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE
148 SQ. FT (MIN)



○ DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM
 ─ DENOTES PORTABLE SIGN SUPPORT

SEE NOTES 1, 2, 5 & 7

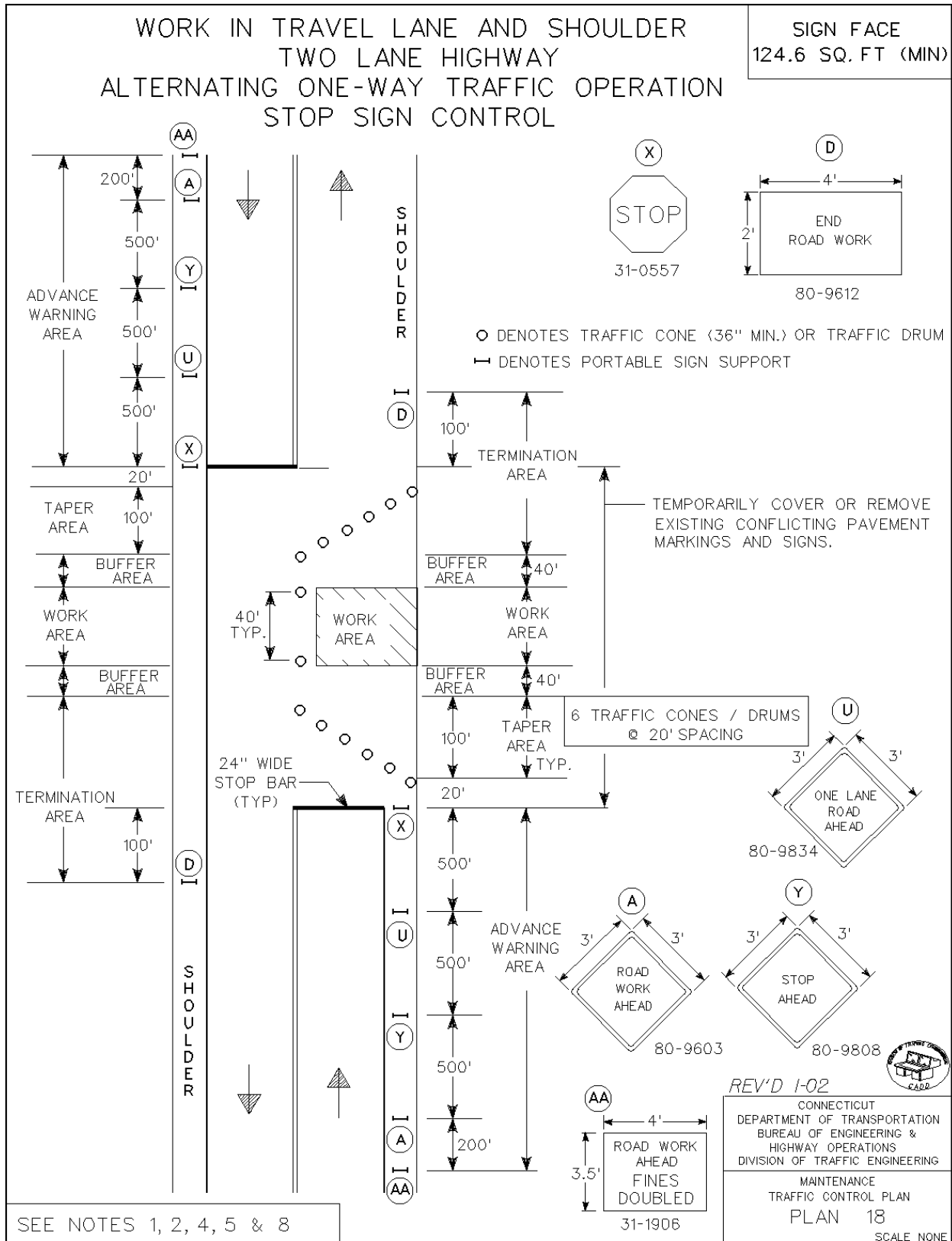
REV'D 11-01

CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING &
 HIGHWAY OPERATIONS
 DIVISION OF TRAFFIC ENGINEERING

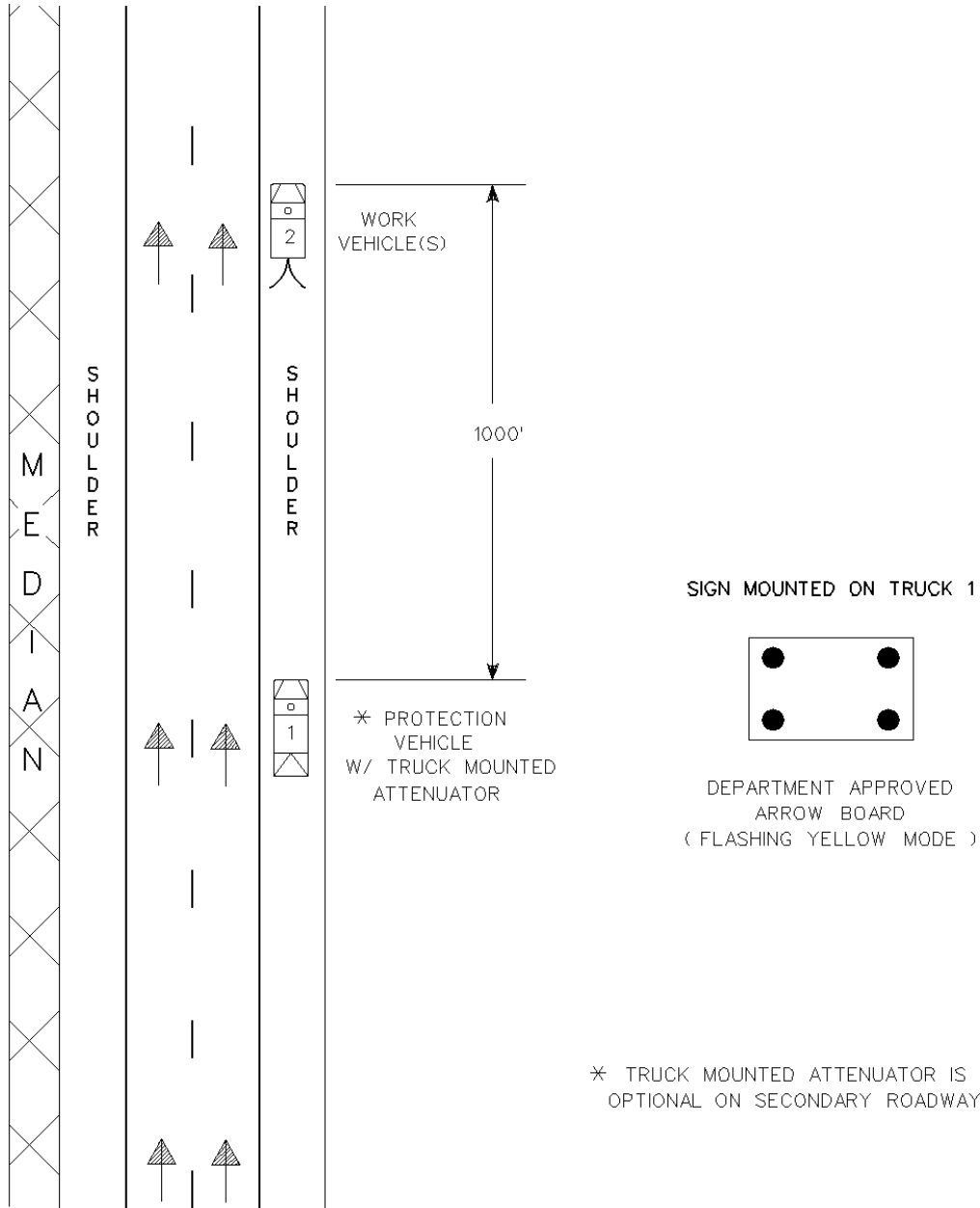
MAINTENANCE
 TRAFFIC CONTROL PLAN
 PLAN 17

SCALE NONE

APPROVED John F. Carey DATE 11-15-01
 PRINCIPAL ENGINEER



MOVING OPERATION ON RIGHT SHOULDER MULTILANE HIGHWAY & SECONDARY ROADWAYS



* TRUCK MOUNTED ATTENUATOR IS
OPTIONAL ON SECONDARY ROADWAYS

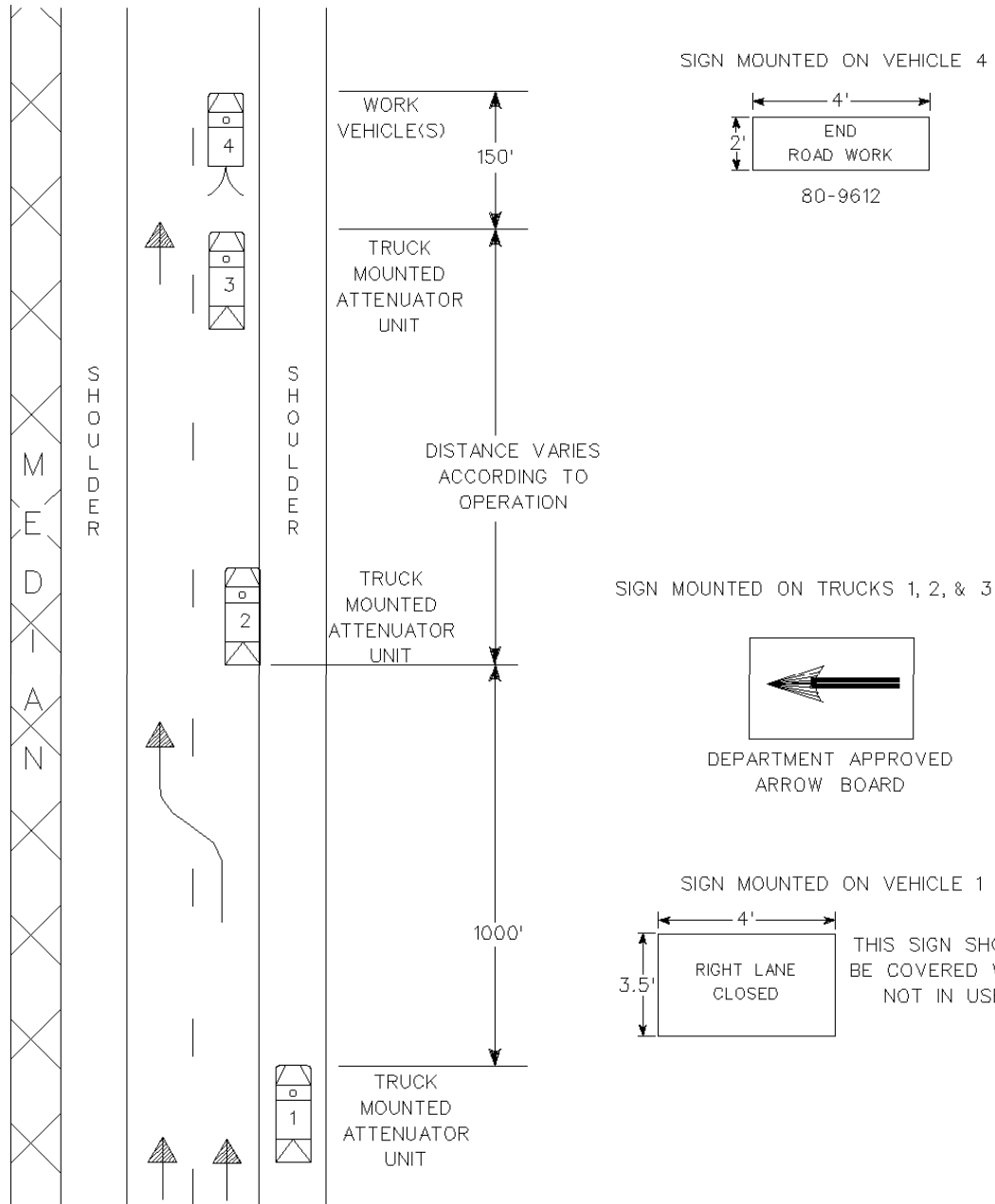
REV'D 3-02



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 19
SCALE NONE

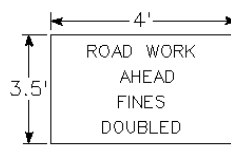
MOVING OPERATION IN RIGHT LANE AND OUTSIDE SHOULDER AT THE SAME TIME MULTILANE HIGHWAY



ON NON-LIMITED ACCESS HIGHWAYS AND THE MERRITT PARKWAY, VEHICLE 3 MAY BE ELIMINATED AND VEHICLE 2 WILL TAKE THE POSITION OF VEHICLE 3. WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

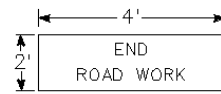
SEE NOTE 10

SIGN MOUNTED ON VEHICLE 2



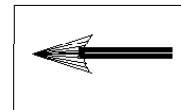
31-1906

SIGN MOUNTED ON VEHICLE 4



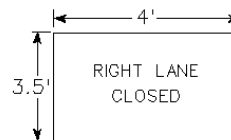
80-9612

SIGN MOUNTED ON TRUCKS 1, 2, & 3



DEPARTMENT APPROVED
ARROW BOARD

SIGN MOUNTED ON VEHICLE 1



THIS SIGN SHOULD BE COVERED WHEN NOT IN USE.

REV'D 7-02



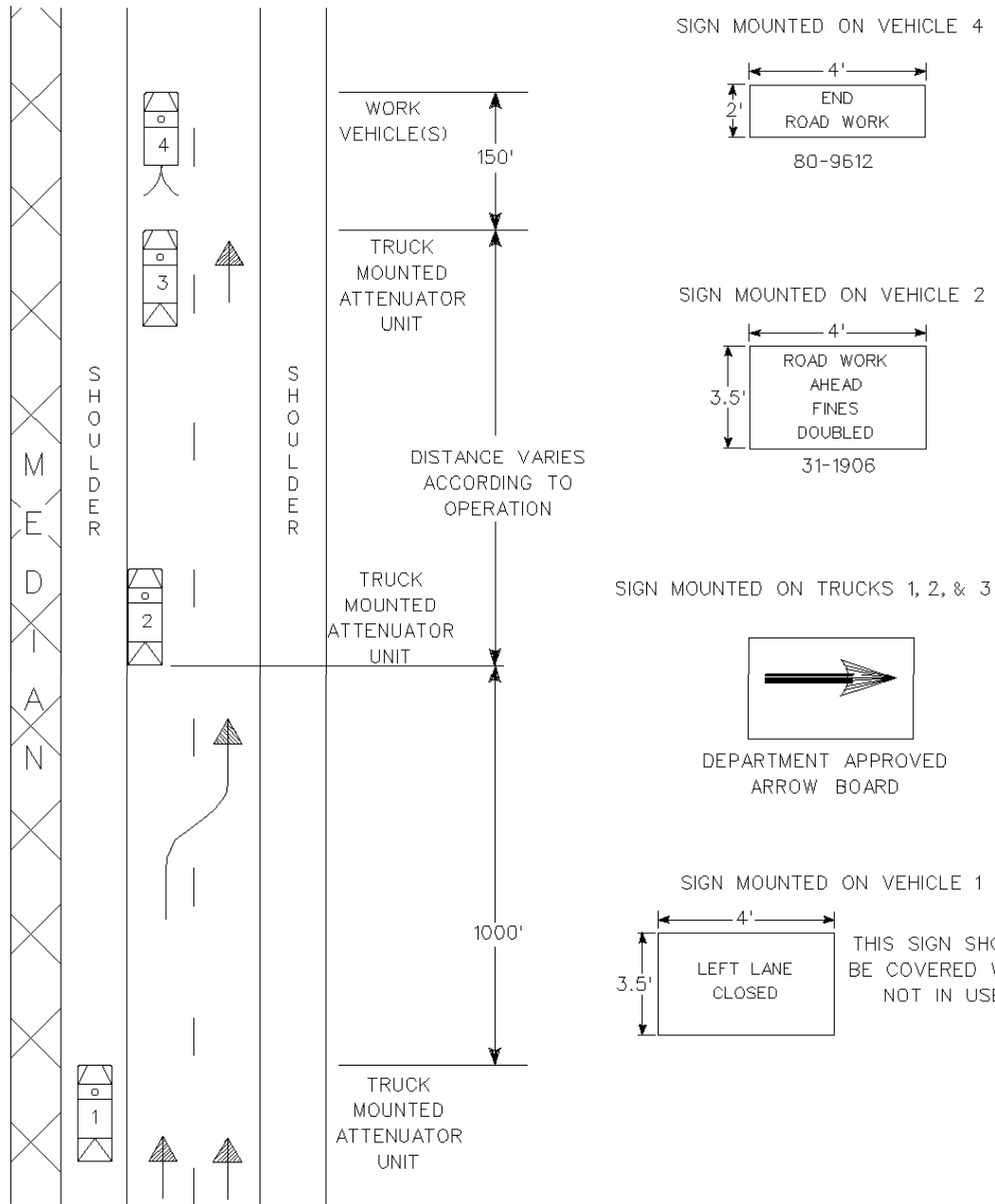
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN

PLAN 20

SCALE NONE

MOVING OPERATION IN LEFT LANE
AND INSIDE SHOULDER AT THE SAME TIME
MULTILANE HIGHWAY



ON NON-LIMITED ACCESS HIGHWAYS AND THE MERRITT PARKWAY, VEHICLE 3 MAY BE ELIMINATED AND VEHICLE 2 WILL TAKE THE POSITION OF VEHICLE 3. WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, VEHICLE 1 MAY DRIVE PARTIALLY

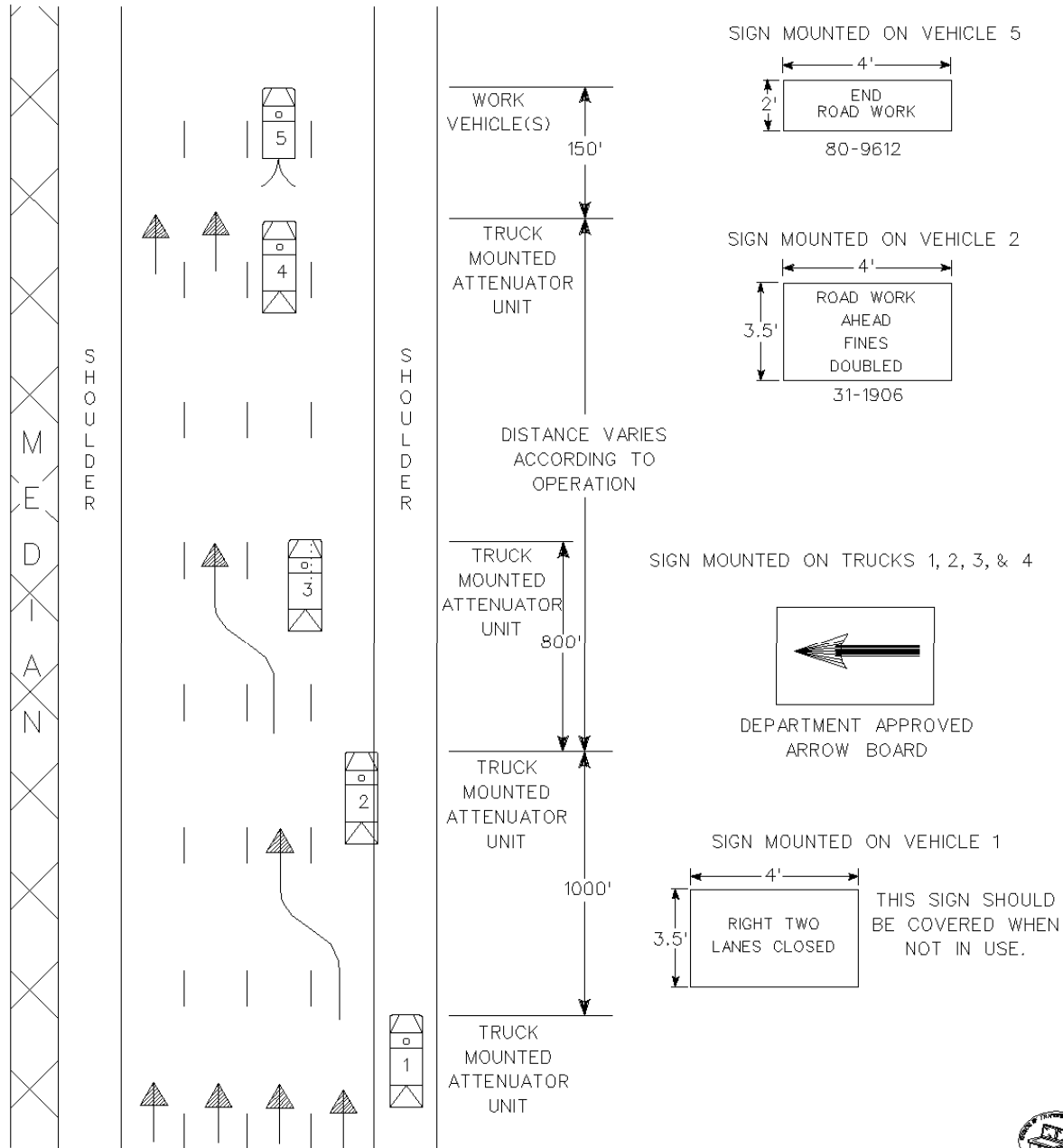
SEE NOTE 10 IN THE LANE.

REV'D 7-02



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING
MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 21
SCALE NONE

MOVING OPERATION IN CENTER LANE MULTILANE HIGHWAY



WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE,
VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

REV'D 7-02



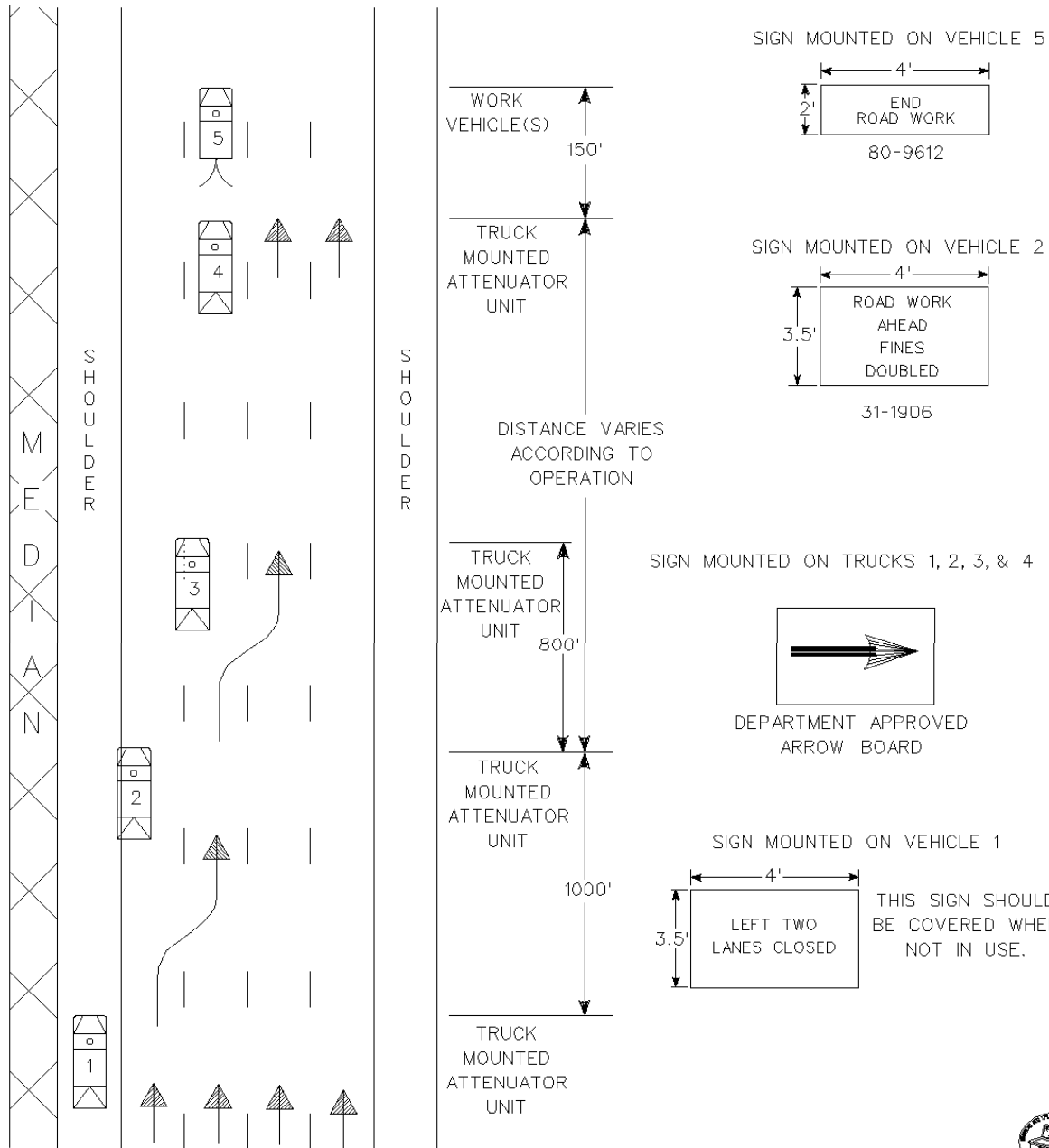
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 22

SCALE NONE

APPROVED John D. McCall DATE 7/17/02
PRINCIPAL ENGINEER

MOVING OPERATION IN CENTER LANE MULTILANE HIGHWAY



WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE,
VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

REV'D 7-02



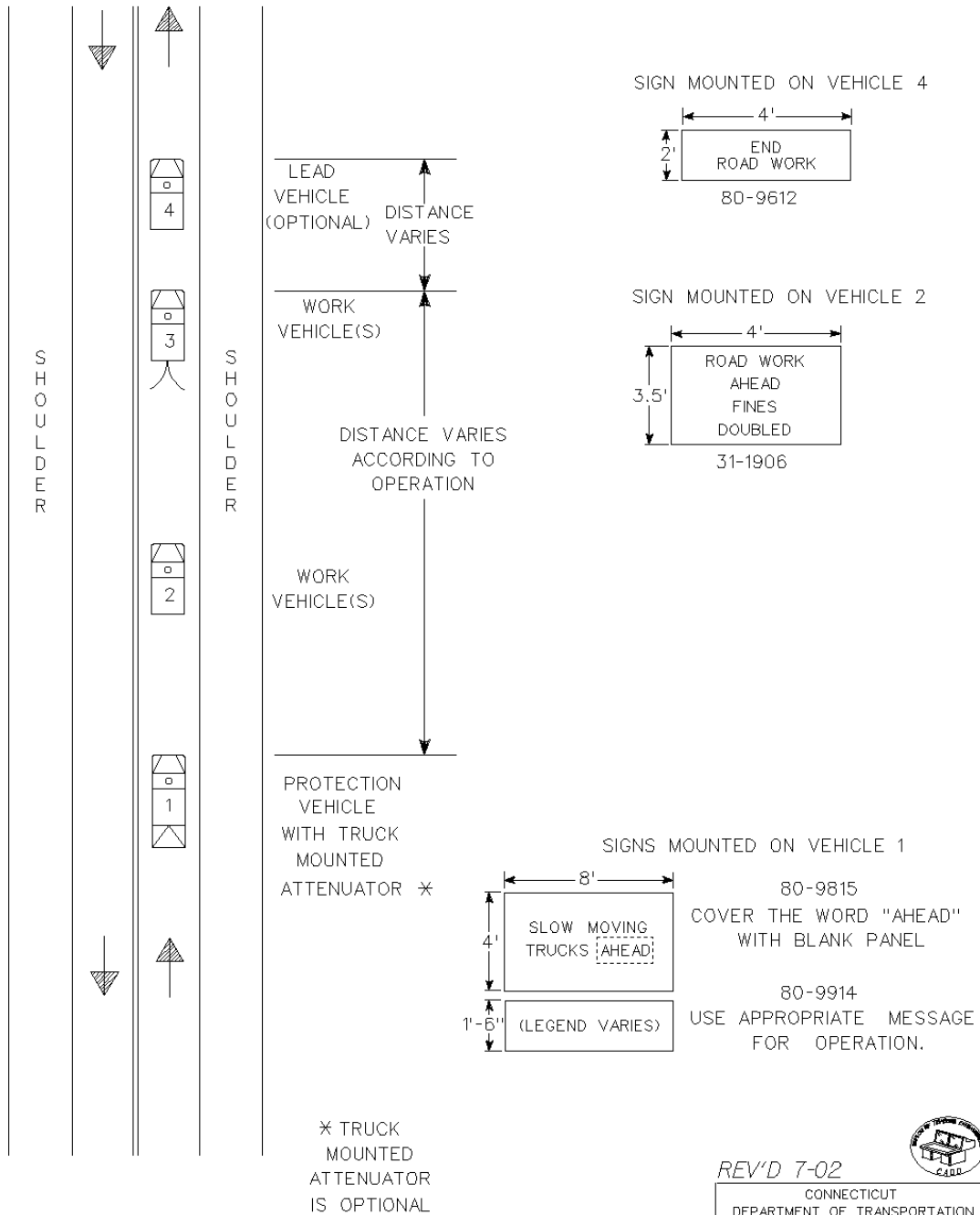
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN

PLAN 23


SCALE NONE

MOVING OPERATION TWO LANE HIGHWAY



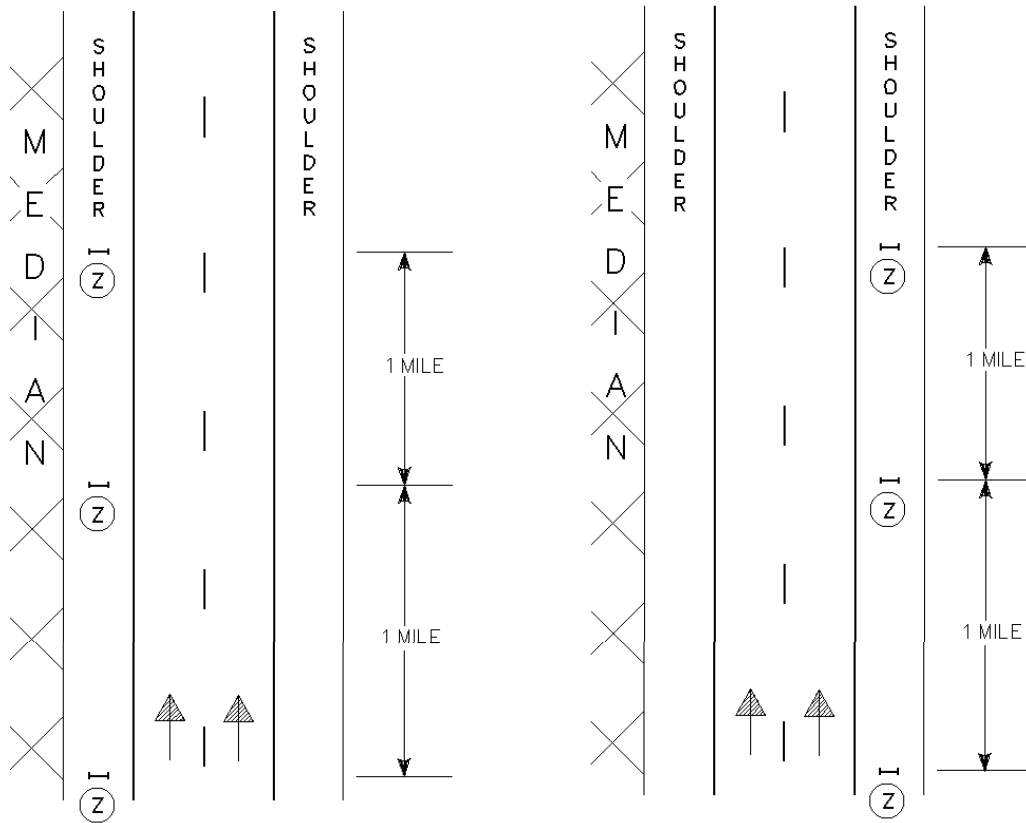
SEE NOTE 10

REV'D 7-02


 CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING &
 HIGHWAY OPERATIONS
 DIVISION OF TRAFFIC ENGINEERING
 MAINTENANCE
 TRAFFIC CONTROL PLAN
PLAN 24
 SCALE NONE

MOWING OPERATION - MULTILANE HIGHWAY

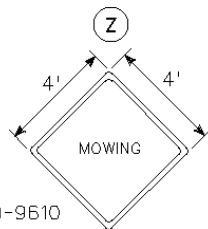
FOR EQUIPMENT ON THE ROADWAY, ROADSIDE
OR ON THE MEDIAN COMPLETELY OFF THE ROADWAY



MOWING IN MEDIAN

INSTALL "MOWING" SIGNS ON OPPOSITE TRAVELWAY MEDIAN SHOULDER AS SHOWN ABOVE.

MOWING RIGHT OF TRAVELWAY



ERECT "MOWING" SIGNS AT 1 MILE INTERVAL AND IMMEDIATELY BEYOND THE ENTRANCE RAMP.

WHEN MOWING FROM A TRAVEL LANE, USE BACK UP VEHICLES 1, 2 & 3 AS SHOWN ON PLANS 20 & 21 TO PROTECT MOWING OPERATIONS. WHEN MOWING EQUIPMENT MUST USE THE TRAVELWAY TO GET AROUND AN OBSTACLE, USE BACKUP VEHICLES 2 & 3 ONLY. THE BACKUP VEHICLES MUST REMAIN OFF THE ROADWAY UNTIL MOWING EQUIPMENT IS READY TO GET OUT ONTO THE TRAVELWAY. THE DISTANCE BETWEEN VEHICLE 3 AND THE MOWING EQUIPMENT IS TO BE 200 FEET.

REV'D 7-01



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

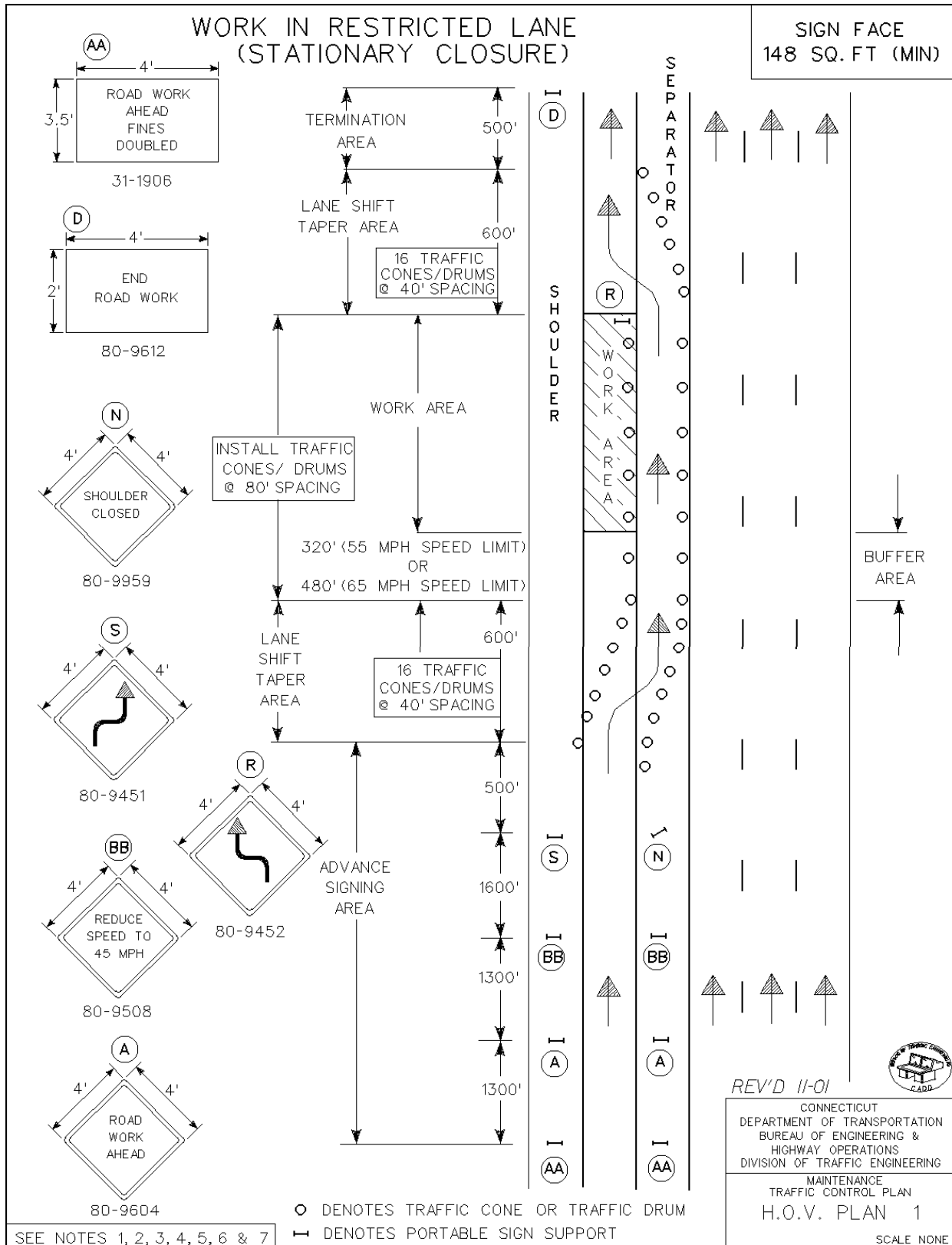
MAINTENANCE
TRAFFIC CONTROL PLAN

PLAN 25

SCALE NONE

J.D. Micali
PRINCIPAL ENGINEER

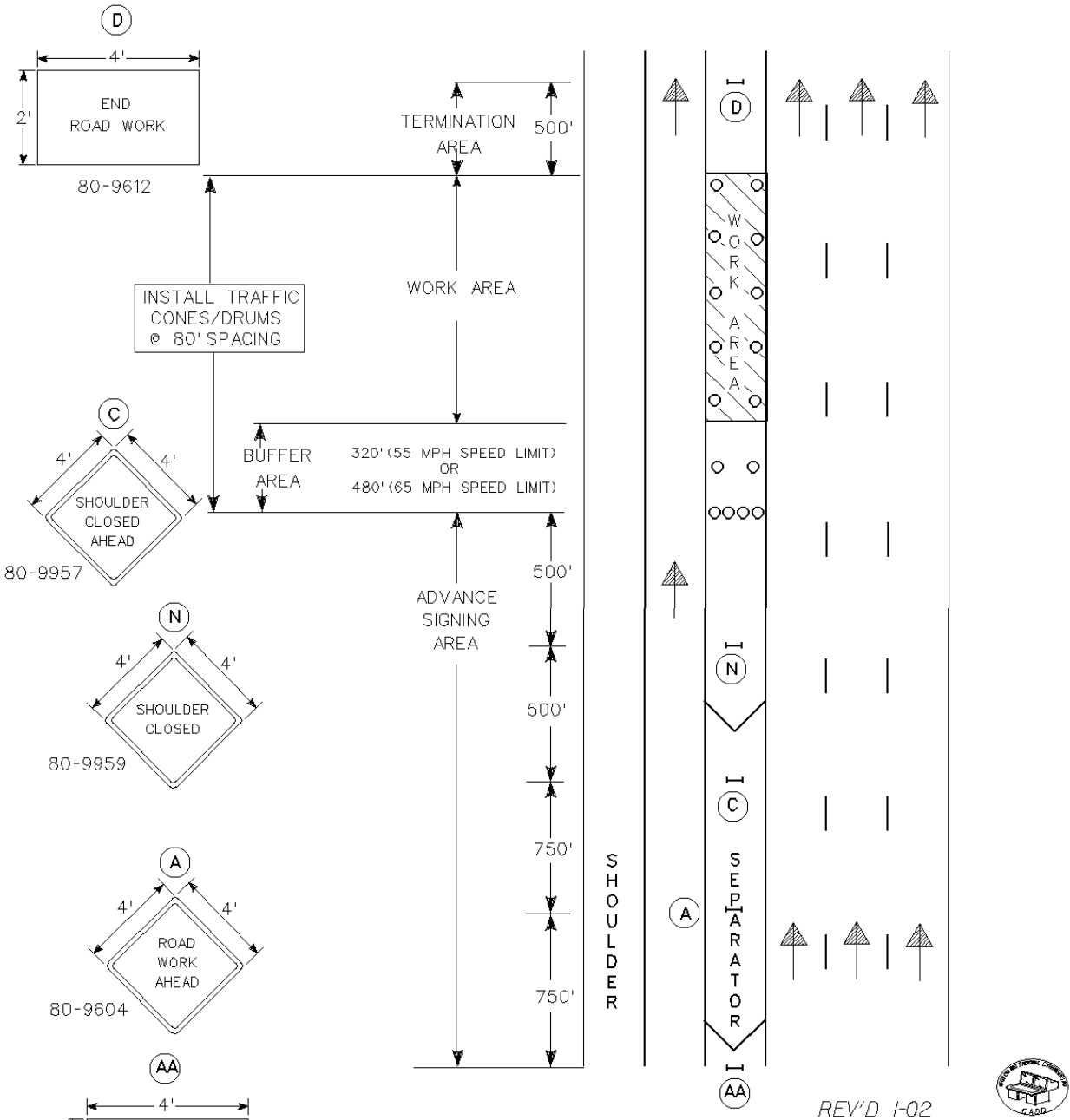
DATE 7-20-01



SEE NOTES 1, 2, 3, 4, 5, 6 & 7

WORK IN SEPARATOR OF RESTRICTED LANE (STATIONARY CLOSURE)

SIGN FACE
70 SQ. FT (MIN)



SEE NOTES 1, 2, 3, 4, 5 & 6

- DENOTES TRAFFIC CONE OR TRAFFIC DRUM
- ▴ DENOTES PORTABLE SIGN SUPPORT

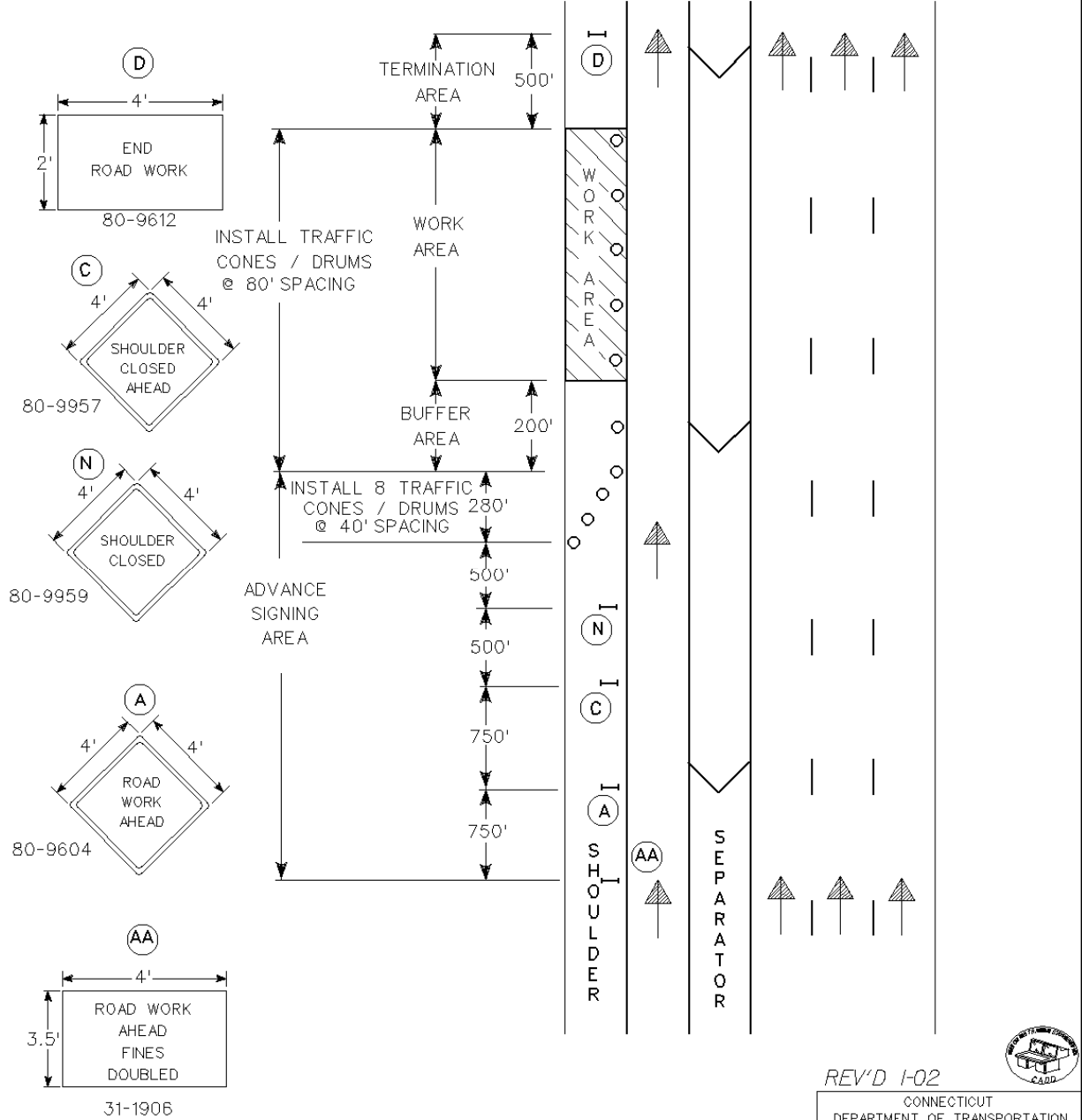
REV'D 1-02

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
H.O.V. PLAN 2
SCALE NONE

WORK IN LEFT SHOULDER OF RESTRICTED LANE (STATIONARY CLOSURE)

SIGN FACE
70 SQ. FT (MIN)



SEE NOTES 1, 2, 3, 4, 5 & 6

○ DENOTES TRAFFIC CONE OR TRAFFIC DRUM
 ┆ DENOTES PORTABLE SIGN SUPPORT

REV'D 1-02



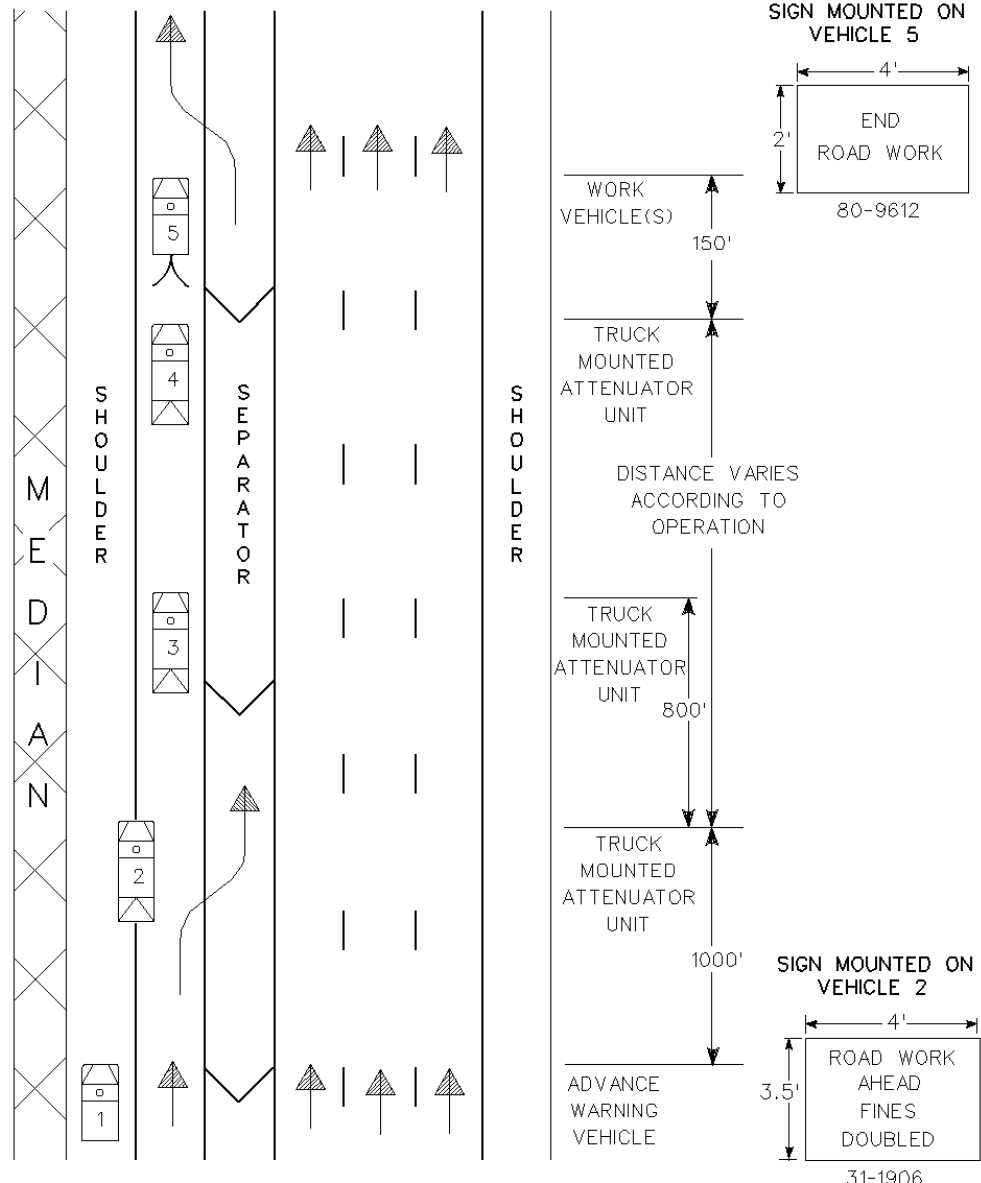
CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING &
 HIGHWAY OPERATIONS
 DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
 TRAFFIC CONTROL PLAN
 H.O.V. PLAN 3

SCALE NONE

APPROVED John F. Carey DATE 1/31/02
 PRINCIPAL ENGINEER

MOVING OPERATION IN RESTRICTED LANE



SIGNS MOUNTED ON VEHICLE 1

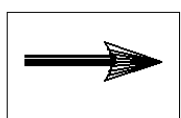
80-9815
THIS SIGN SHOULD BE COVERED WHEN NOT IN USE.

80-9914
USE APPROPRIATE MESSAGE FOR OPERATION.

8'-
4'-
1'-6"

SLOW MOVING TRUCKS AHEAD
(LEGEND VARIES)

SIGN MOUNTED ON TRUCKS 2, 3, & 4



DEPARTMENT APPROVED ARROW BOARD

REV'D 11-01

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE TRAFFIC CONTROL PLAN
H.O.V. PLAN 4

SCALE NONE

APPROVED John F. Carey DATE 11/15/01
PRINCIPAL ENGINEER

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:
TERMS:
CASH DISCOUNT: _____ % _____ Days
BIDDER:
Contract Specialist: (860)713-5088 Pam Anderson

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	<p>Electrical Service Unit: One (1) Bucket Truck having a minimum bucket height of 50 feet to the bottom of the bucket and a 350 lb. lifting capacity. Bucket work performed within 10 feet of primary voltage cables shall be performed in accordance to OSHA 1910-333. A minimum manpower of one (1) working Supervisor [E-1 or E-2] certified in the electrical trade and one (1) State of Connecticut Registered Electrical Apprentice and all necessary tools. Only "Short Duration" Traffic Control is to be provided inclusive in this price. Unit is to be operated by Contractor.</p> <p>Additional Personnel [When Needed]</p> <p>[A] Trades JourneyPerson Electrician [E-2] (License required with bid submission)</p> <p>[B] State of CT Registered Electrical Apprentice (License required with bid submission)</p> <p>Bidders must bid <u>Item #10, Traffic Control</u>, as a separate line item to be eligible for award of line item 1, as long duration traffic control is likely to be needed.</p>	\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:
TERMS:
CASH DISCOUNT: _____ % _____ Days
BIDDER:
Contract Specialist: (860)713-5088 Pam Anderson

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
2	Bucket Truck Rental: Bucket Truck with Min. Capacity 350 LBS. Minimum Height of 40 FT To Bottom of Bucket. Picked Up at Vendor's Location. State Forces will operate equipment.	\$ _____	\$ _____	\$ _____	\$ _____
		Brand Name: _____ Capacity & Reach: _____ Model Designation: _____ Units Available: _____			
3	High - Lift Extend Bucket Truck Rental: Minimum Capacity 350 LBS. Overall reach 80 FT. Unit to be used at Bradley International Airport. Delivered and Picked Up At Airport by Vendor. State Forces will operating equipment. [See Bid Terms & Conditions noting "Bid Prices".]	\$ _____	PER 7 1/2 Hour Day		
		\$ _____	Weekly [Per 5 - 7 1/2 Hour Consecutive Days]		
			Brand Name: _____ Capacity & Reach: _____ Model Designation: _____ Units Available: _____		

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:			
TERMS:			
CASH DISCOUNT:		%	Days
BIDDER:			
Contract Specialist: (860)713-5088 Pam Anderson			

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Per Linear Ft. of Saw Cut	Per Linear Ft. of Saw Cut	Per Linear Ft. of Saw Cut	Per Linear Ft. of Saw Cut
4	<p>Signal Loop Detector Installation Unit: Wet Saw Cut and Install Loop Detectors with polyester sealant for Traffic and Piezo Sensor Installations. The price per linear foot of saw cut is to include all materials and labor. The Contractor's work is to include all electrical connections. All work is to be done in accordance with the latest ConnDOT Standard Sheet TR1111_01 and TR1000_01.</p> <p>Bidders must bid <u>Item #10, Traffic Control</u>, as a separate line item to be eligible for award of line item 4, as long duration traffic control is likely to be needed.</p>	\$	\$	\$	\$

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:
TERMS:
CASH DISCOUNT: % Days
BIDDER:
Contract Specialist: (860)713-5088 Pam Anderson

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Installed Per Piezo	Installed Per Piezo	Installed Per Piezo	Installed Per Piezo
4a	<p>Piezo Sensor Installation Unit: Wet Saw Cut Slots to measure 3/4" wide by 1 to 1 1/4" in depth by 12 feet long. Install a State provided Piezo Sensor(s) and Polyurethane Resin in accordance with BL Roadtrax Traffic Sensor Installation Instructions and attached ConnDOT Piezo Sensor Installation Procedure. Wet cut home run slots for Piezo Installation to measure 3/8" wide by 1 1/2" deep. Install new liquidtight flexible nonmetallic conduit from the handhole 1 foot into the shoulder. Install Piezo sensor cable in home run slots and conduit from the Piezo sensor to cabinet unspliced and connect to terminal blocks in cabinet using spade connectors. The Contractors work shall include all electrical connections. Loop detectors and Piezo home runs to be done under Item #4.</p> <p>To Include: All tools and equipment necessary to comply with the manufacturer's installation requirements and ConnDOT's specifications.</p> <p>Bidders must bid <u>Item #10, Traffic Control</u>, as a separate line item to be eligible for award of line item 4a, as long duration traffic control is likely to be needed.</p>	\$	\$	\$	\$

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:	
TERMS:	
CASH DISCOUNT:	% Days
BIDDER:	
Contract Specialist: (860)713-5088 Pam Anderson	

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
5	<p>Traffic Signal Installation Unit: The necessary equipment to construct or install Traffic Signals shall be as follows: One (1) Bucket Truck having a minimum bucket height of 35 feet to bottom of the bucket and a lift to set Signal Heads. Bucket work performed within 10 feet of primary voltage cables shall be performed in accordance to OSHA 1910-333. A Utility Truck with Generator; Conduit Bender; Conduit Threader; Ratchet Cable Puller; Test Equipment and miscellaneous tools required to install Traffic Signals and Traffic Control is to be provided inclusive in this price.</p> <p>The Traffic Signal Installation Unit shall include three (3) workers: One (1) working Supervisor [E-1 or E-2] and One (1) JourneyPerson [E-2], both of which shall be certified in the Electrical Trade and One (1) Equipment Operator/Driver/Laborer/Grounds Person.</p> <p>Bidders must bid <u>Item #10, Traffic Control</u>, as a separate line item to be eligible for award of line item 5, as long duration traffic control is likely to be needed.</p>	\$ _____	\$ _____	\$ _____	\$ _____
			<p>Bucket Truck Make: _____</p> <p>Bucket Truck Model: _____</p> <p>Capacity: _____</p> <p>Reach: _____</p> <p>Units Available: _____</p>		

EXHIBIT B

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:			
TERMS:			
CASH DISCOUNT:	%	Days	
BIDDER:			
Contract Specialist: (860)713-5088 Pam Anderson			

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
5 cont.	Additional items: Vendors to submit quotes on the following Equipment (A-F) Price does not include operator. Operator of the Traffic Installation Unit (item #5) will operate these units.				
A	Pole Auger/Derrick Truck with a 50-Foot Boom	\$ _____	\$ _____	\$ _____	\$ _____
			Boom Height: _____		
			Units Available: _____		
B	1/3 C.Y. [Min. Capacity] Loader/Backhoe	\$ _____	\$ _____	\$ _____	\$ _____
			Capacity: _____		
			Units Available: _____		
C	2 C.Y. [Min. Capacity] Dump Truck	\$ _____	\$ _____	\$ _____	\$ _____
			Capacity: _____		
			Units Available: _____		

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:	
TERMS:	
CASH DISCOUNT:	% Days
BIDDER:	
Contract Specialist: (860)713-5088 Pam Anderson	

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
5 cont.	Additional items:				
D	2 Ton [Min. Capacity] 50-Foot Hydraulic Boom:	\$ _____	\$ _____	\$ _____	\$ _____
			Capacity: _____		
			Units Available: _____		
E	Loop Truck: 1 1/2 Ton Capacity with a 500 Gallon Full Water Tank, Minimum 18 HP Wet Concrete Saw with a 3/8 Blade and a 250 CFM Compressor.	\$ _____	\$ _____	\$ _____	\$ _____
			Units Available: _____		
			Capacity: _____		
F	Vermeer VM600 with 4 inch wide cut and 4 feet depth with operator. Broken teeth will be the responsibility of the contractor.	\$ _____	\$ _____	\$ _____	\$ _____
			Number Available: _____		

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:
TERMS:
CASH DISCOUNT: _____ % _____ Days
BIDDER:
Contract Specialist: (860)713-5088 Pam Anderson

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
5 cont.	Additional items: Vendor to submit prices on the following:				
G	Additional Trades Journeyperson [E-2]	\$ _____	\$ _____	\$ _____	\$ _____
		Number Available: _____			
H	Additional Electrical Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
		Number Available: _____			
I	Additional Laborer	\$ _____	\$ _____	\$ _____	\$ _____
		Number Available: _____			
6	Sign Installation Unit: Unit to Include: (3) Workers: one (1) of which shall be a Working Supervisor, one (1) Equipment Operator/Driver and one (1) Laborer. The Necessary Equipment to Construct or Install Extruded Aluminum Signs on Break-Away or Fixed Sign Supports, shall be as follows: Utility Truck and Miscellaneous Tools, Only " <u>SHORT DURATION</u> " <u>Traffic Control</u> shall be provided inclusive of this price. <u>Construction Materials If Needed Will Be Supplied by the State.</u>	\$ _____	\$ _____	\$ _____	\$ _____
		Units Available: _____			
	Note Options: A, B, & C for Item #6 will not be Awarded unless Bidder bids on Base Unit.				

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:			
TERMS:			
CASH DISCOUNT:	%	Days	
BIDDER:			
Contract Specialist: (860)713-5088 Pam Anderson			

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
6 Cont.	<p>Bidders must bid Item #10, Traffic Control, as a separate line item to be eligible for award of item 6, as long duration traffic control is likely to be needed.</p> <p>Vendor to submit prices on the following Items:</p> <p>The following equipment shall be supplied by the Contractor and shall be readily available to the crew on an AS REQUIRED BASIS.</p>				
A	AUGER: Truck mounted earth boring Machine, 8" to 30" Diameter with a Depth of 8 Feet minimum.	Hourly Rate \$ _____ Units Available: _____	Hourly Rate \$ _____ Units Available: _____	Hourly Rate \$ _____ Units Available: _____	Hourly Rate \$ _____ Units Available: _____
B	HYDRAULIC BOOM: 1/4 Ton Minimum Lifting capacity with a 20 FT reach.	Hourly Rate \$ _____ Units Available: _____	Hourly Rate \$ _____ Units Available: _____	Hourly Rate \$ _____ Units Available: _____	Hourly Rate \$ _____ Units Available: _____
C	Cement/Concrete Mixer: Gasoline Powered, Tilting Drum, Tag-Along Type, 3 - 6 CF Capacity	Hourly Rate \$ _____ Mixer Capacity: _____ Units Available: _____	Hourly Rate \$ _____ Units Available: _____	Hourly Rate \$ _____ Units Available: _____	Hourly Rate \$ _____ Units Available: _____

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:		
TERMS:		
CASH DISCOUNT:	%	Days
BIDDER:		
Contract Specialist: (860)713-5088 Pam Anderson		

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Installed Unit Price	Installed Unit Price	Installed Unit Price	Installed Unit Price
7	<p>Traffic Signal Relamping Unit: The Contractor shall provide the necessary equipment to relamp the traffic signal(s) within an entire intersection with LED lamps supplied by the State. Typically, relamping shall take place within the same town(s). Relamping shall include cleaning lamp covers, if applicable.</p> <p>Unit to include: Two (2) Workers; (1) Trades Journeyperson [E-1 or E-2] certified in the Electrical Trade and one (1) Equipment Operator/Driver/ Ground Person. One [1] bucket truck with a minimum height of 25 FT to the bottom of the bucket, and a maximum height of no more than 35 FT., all miscellaneous tools and all equipment and materials needed to relamp traffic signals. Note: The used LED lamps shall be disposed of by the Contractor as a Universal Waste (used electronics), at no cost to the State.</p> <p>License required with bid submission.</p> <p>Note: Bidders must bid <u>Item #10, Traffic Control</u>, as a separate line item to be eligible for award of item 7, as long duration traffic control is likely to be needed.</p>	\$	\$	\$	\$
			Bucket Truck Make: _____ Bucket Truck Model: _____ Minimum Height: _____ Maximum Height: _____ Units Available: _____		

STATE OF CONNECTICUT
PROCUREMENT DIVISION
 PRICE SCHEDULE SP-16EL Rev 5/08

FOR
 BID NO.: 10PSX0332

DELIVERY:		
TERMS:		
CASH DISCOUNT:	%	Days
BIDDER:		
Contract Specialist: (860)713-5088 Pam Anderson		

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Cost Per Fixture	Cost Per Fixture	Cost Per Fixture	Cost Per Fixture
8	<p>Highway Illumination Relamping Unit: The necessary equipment to relamp highway illumination fixtures along CT State highways. Relamping will include washing & cleaning of the refractor and reflector. Unit to Include: Two (2) Workers; one (1) Trades Journeyperson [E-1 or E-2] certified in the Electrical Trade and one (1) Equipment Operator/Driver/ Ground Person. Equipment shall include: One [1] bucket truck with a minimum height of 55 FT to the bottom of the bucket, and all necessary tools needed to relamp. License required with bid submission.</p> <p>New lamps to be furnished by the State. Old lamps are to be returned to the State.</p> <p>Note: Bidders must bid <u>Item #10, Traffic Control</u>, as a separate line item to be eligible for award of item 8, as long duration traffic control is likely to be needed.</p>	\$	\$	\$	\$
			Make: _____ Model: _____ Minimum Height: _____ Maximum Height: _____ Units Available: _____		

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 BID NO.: 10PSX0332

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TERMS:			
CASH DISCOUNT:		%	Days
BIDDER:			
Contract Specialist: (860)713-5088 Pam Anderson			

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Installed Unit Price	Installed Unit Price	Installed Unit Price	Installed Unit Price
9	<p>Pedestrian Crossing Signal Relamping Unit: The Contractor shall provide the necessary equipment and tools to relamp pedestrian crossing signals within an entire intersection with LED lamps supplied by the State. Typically, relamping shall take place within the same town(s). Replamping shall include cleaning lenses and reflectors, if applicable.</p> <p>Note: The used LED lamps shall be disposed of by the Contractor as a Universal Waste (used electronics), at no cost to the State.</p> <p>License required with bid submission.</p> <p>Note: This item may be awarded without bidding on Traffic Control.</p>	\$	\$	\$	\$

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CASH DISCOUNT:	%	Days	
BIDDER:			
Contract Specialist: (860)713-5088 Pam Anderson			

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
10	Traffic Control Patterns: Bidders should review traffic patterns carefully, as there are significant differences between various traffic patterns, (i.e.), moving operations, stationary plans, trucks with attenuation unit, etc. Prices should be reflective of equipment and services required.				
A	Traffic control patterns 1,2,3,4, or 5 [No traffic person(s) or attenuation vehicle required]	\$ _____	\$ _____	\$ _____	\$ _____
B	Traffic control patterns 6,7,8,9,10,11,14,15,16,17 or 18 [No traffic person(s) or attenuation vehicle required]	\$ _____	\$ _____	\$ _____	\$ _____
C	Traffic control pattern 12 [No traffic person(s) or attenuation vehicle required]	\$ _____	\$ _____	\$ _____	\$ _____
D	Traffic control patterns HOV-1, HOV-2 or HOV-3	\$ _____	\$ _____	\$ _____	\$ _____

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FOR
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DELIVERY:			
TERMS:			
CASH DISCOUNT:	%	Days	
BIDDER:			
Contract Specialist: (860)713-5088 Pam Anderson			

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	District #1	District #2	District #3	District #4
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
10 Cont.					
E	Provide traffic control on an hourly basis as shown on traffic control pattern 13. [Traffic person(s) required, and included in price(s)]	\$ _____	\$ _____	\$ _____	\$ _____
F	Provide traffic control on an hourly basis as shown on traffic control patterns 20, 21, 23 or HOV-4 [Attenuation vehicle required.]	\$ _____	\$ _____	\$ _____	\$ _____
G	Provide traffic control on an hourly basis as shown on traffic control patterns 24 [Attenuation vehicle required.] Optional Personnel: To be hired if <u>additional</u> personnel are needed <u>beyond</u> above requirements. [To be determined by ConnDOT but coordinated by Contractor.]				
	Traffic Person:	\$ _____	Per Hour		
	Traffic Person[Town Police]:	\$ _____	Per Hour		
	Truck with Attenuation Unit:	\$ _____	Per Hour		

___ # Units Available

EXHIBIT C

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or solicit contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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

Civil penalties—\$2000 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 the possible consequences of their violations may also be subject to civil penalties of \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, <http://www.ct.gov/seec>. Click on the link to “State Contractor Contribution Ban.”

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

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Bid Contract – Exhibit C – SEEC Form 11 - NEW 1/09

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 or a loan to an individual for other than commercial purposes.

"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.