

# Invitation to Bid #19PSX0219

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## TREATED ROAD SALT

Contract Specialist: **Joseph Giliberto**

Date Issued: **08 November 2019**

Due Date: **27 November 2019 at 2:00 PM Eastern Time**

**Department of Administrative Services  
Procurement Division**



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# Invitation to Bid (ITB)

## TREATED ROAD SALT

### Guide to Electronic Bid Submissions

#### 1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (DAS)/Procurement Division that all companies create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program, have already created a BizNet account.

The BizNet login is: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select Doing Business with the State and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc.).

Existing Companies Needing to Update Their Information: Login to BizNet and select Doing Business with the State and Company Information.

**Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Division at 860-713-5095.**

#### 2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Division's goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each invitation to bid are being automated in BizNet.

DAS/Procurement Division began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change. Rather than completing them with each bid submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a bid response.

**Instructions for Uploading Affidavits and Non-Discrimination Forms:**

**Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:**

<https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Admin-Instructions.pdf?la=en>

(a) AFFIDAVITS

**THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.**

- (1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 – Consulting Agreement Affidavit
- (3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management’s website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(b) NON-DISCRIMINATION

**CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.**

- (1) Form A – Representation by Individual (Regardless of Value)
- (2) Form B – Representation by Entity (Valued at \$50,000 or less)
- (3) Form C – Affidavit by Entity (RECOMMENDED) (Valued at \$50,000 or more)
- (4) Form D – New Resolution by Entity
- (5) Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following link: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

**3. Online Bid Responses**

Any Invitations to Bid (ITB) posted by DAS/Procurement Division must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now web based and fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and then upload these completed documents (as well as any other required submittal documents) through BizNet prior to the date and time upon which the Bid is due pursuant to this ITB. Late submissions will not be accepted. All bid responses submitted must be e-signed. Bid responses that are not e-signed are not received by DAS/Procurement and cannot be viewed or considered. If any required documents have not been uploaded, the system will not allow you to e-sign. After successful e-signature, Bidders will get a confirmation that their bid has been successfully submitted. If you do not receive this electronic confirmation, please contact DAS/Procurement at 860-713-5095. Bid pricing will be available for public viewing for 24 hours after bid closing.

- Contractor Information/Electronic Signature Page – Web Based fillable Form
- Employment Information Form (DAS-45) – Web Based fillable Form
- Statement of Qualifications (DAS-14) – PDF Fillable Form
- Connecticut Economic Impact Form (DAS-46) – Web Based fillable Form
- Contract Exhibit B – Price Schedule
- Bid Addendum (SP-18) – if applicable
- Exhibit A, Attachment 2 – Contractors Information Sheet
- Certified Test Report (See Section 2 of Bid Requirements)

Additional forms such as those listed below must be reviewed carefully and accepted by the bidder prior to bid submittal:

- Invitation to Bid Document (SP-22)
- Standard Terms and Conditions (SP-19)
- Invitation to Bid Contract (SP-50)
- Contract Exhibit A – Description of Goods & Services and Additional Terms & Conditions
- Contract Exhibit A, Attachment 1 – Specification for Treated Road Salt
- Contract Exhibit C – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitations Limitations
- Contract Exhibit D - Treated Road Salt Requirements

#### 4. **Insurance Accord Certificates**

Contractors are responsible for maintaining their BizNet account with new and/or updated insurance information.

The following documentation will need to be uploaded to each company's BizNet account and evidencing that the State of Connecticut is an additional insured:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under "DAS Business Friendly Initiatives" at the following website: <https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Upload-Instructions.pdf?la=en>

Bidders are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the bid. Please read ALL bid documents carefully and provide all required information. Failure to do so may result in rejection of your bid.

## Overview

The State of Connecticut DAS is soliciting bids for Treated Road Salt for the Department of Transportation and Municipalities. This Contract secures supplies of Treated Road Salt to Client Agency to be used for snow and ice removal.

## Scope

The successful Contractor shall supply Treated Road Salt which has been treated with the anti-caking conditioner as specified in Contract Exhibit A, Attachment 1, Specification for Treated Road Salt. The Contractor shall construct and maintain its stockpiles of Treated Road Salt in a manner that will protect the Treated Road Salt from contamination. The Contractor shall deliver Treated Road Salt to the Client Agency locations listed in Exhibit B and will allow for pickup of Treated Road Salt by the Client Agency.

As this is a bid, there are no negotiations. Terms and conditions cannot be changed and pricing shall be listed as specified only – no additional charges are permitted.

The contract resulting from this ITB replaces the following contract award(s) in part or in total: 18PSX0328

## Instructions to Bidders

### 1. Bid Schedule

RELEASE OF ITB:	Date:	08 November 2019
RECEIPT OF QUESTIONS:	Date:	13 November 2019, by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	20 November 2019
BID DUE DATE:	Date:	27 November 2019 at 2:00 PM Eastern Time

### 2. Pre-Bid Meeting Requirements:

This bid contains no pre-bid meeting requirements.

### 3. Questions:

Questions for the purpose of clarifying this bid must be received no later than the date and time specified in Section I, "Bid Schedule" and must be directed to the Contract Specialist, Joseph Giliberto via email: [joe.giliberto@ct.gov](mailto:joe.giliberto@ct.gov).

### 4. Communications

During the period from your organization's receipt of this ITB, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Joseph Giliberto via email: [joe.giliberto@ct.gov](mailto:joe.giliberto@ct.gov).

## 5. Public Bid Opening

Public bid openings are now conducted online. Bid pricing submitted will be available for public view through your BizNet Account and is available for 24 hours after the bid due date and time.

### How to View Bid Results:

- Go to the DAS/Procurement website: [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2)
- Click on the heading "Current Solicitations"
- Click radio button "Under Evaluation"
- Search for the bid
- Click on "Public Opening" under the bid due date and time

## Bid Requirements

### 1. Contractor's Supply Locations:

Prior to the award of this Contract, an authorized representative from the Department of Transportation ("DOT") Division of Materials Testing shall inspect the Contractor's stockpile locations for Treated Road Salt quality.

Inspections shall be performed by an authorized DOT representative and will include the following:

- Materials testing.
- Condition of facility.
- Scale certification dates.
- Licensed weigh master's name and license numbers.
- Approximate balance on hand

### 2. Certified Test Report

Prior to award of this Contract, the Contractor shall provide a certified test report, as described in Attachment 1 of Exhibit A, for any stockpile(s) listed in Attachment 2 of Exhibit A. During the term of the Contract, the Contractor shall be required to provide a current certified test report for any treated road salt used to re-supply any stockpile(s) listed in Attachment 2 of Exhibit A.

#### **Bidders are to provide with their bid response a certified test report.**

Upload the certified test report on you BizNet account to: **"Other Solicitation Documents"**.

### 3. Motor Carrier Safety Review.

If the Performance requires the use and operation of any commercial motor vehicle, as defined in section 14-1 or any vehicle defined in section 14-163c(a) of the Connecticut General Statutes, each bidder whose submittal is not rejected will be the subject of an Administrative Review conducted by the Connecticut Department of Motor Vehicles ("ConnDMV"), Administrative Review Unit.

In order for ConnDMV to conduct this review, bidders must provide DAS with their Connecticut Tax registration number and their U.S. DOT number with their bid response where specified in Exhibit B. If you do not include the numbers in Exhibit B and then fail to provide it subsequently when and as asked, your submittal will be rejected.

Further information about the Administrative Review process may be obtained from ConnDMV at: <https://portal.ct.gov/DMV/Commercial-Vehicle-Safety/Commercial-Vehicle-Safety/Motor-Carriers-Applying-for-State-Contracts>

#### **4. Lowest Responsible Qualified Bidder; Micro Business Preference**

The contract resulting from this ITB will be awarded to the lowest responsible qualified bidder. The qualities of articles to be supplied, their conformity with the needed 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 per cent (10%) may be given for the purchase of the goods or services from micro businesses, or up to fifteen per cent (15%) in the case of "veteran-owned" (as described below) 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 the ten percent (10%) price preference, bidders must submit prior to the bid due date a copy of their Internal Revenue Service tax return form for the most recently completed fiscal year, confirming the amount of their gross revenues for that fiscal year. Failure to provide such tax return prior to the bid due date will deny bidder consideration for the ten per cent (10%) price preference. For bidders who have not yet filed their tax return for the most recently completed fiscal year, in lieu of a tax return, a letter from a Certified Public Accountant attesting to the bidder's gross estimated revenues for the most recently completed fiscal year will be accepted.

To be considered for the fifteen per cent (15%) price preference, bidders must submit prior to the bid due date a copy of their current certification from the Connecticut State Department of Veteran Affairs as to both "veteran-owned" and "micro business" status. "Veteran-owned" micro business means a micro business of which at least fifty-one per cent (51%) of the ownership is held by one or more "veterans" of the "armed forces." In accordance with Section 27-103(a) of the Connecticut General Statutes, "veterans" means any person honorably discharged, or released under honorable conditions, from active service in the armed forces and "armed forces" means the United States Army, Navy, Marine Corps, Coast Guard and Air Force and any reserve component thereof, including the Connecticut National Guard. Interested bidders may obtain the Certification Application by visiting: [www.ct.gov/ctva](http://www.ct.gov/ctva) and selecting "Veteran Owned Micro Business" option. Failure to provide such certification prior to the bid due date will deny bidder consideration for this price preference.

#### **5. Stability of Bid Prices**

Any price offerings from bidders must be valid for a period of 90 days from the due date of the bid.

#### **6. Amendment or Cancellation of the ITB**

DAS reserves the right to cancel, amend, modify or otherwise change this ITB at any time if it deems it to be in the best interest of the State to do so.

#### **7. Bid Modifications**

No additions or changes to any bid will be allowed after the bid due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek bidder retraction and/or clarification of any discrepancy or contradiction found during its review of bids.

#### **8. Bidder Presentation of Supporting Evidence**

Bidders must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their bids.



**9. Bidder Demonstration of Services and/or Products**

At the discretion of DAS, bidders must be able to confirm their ability to provide all services bid. Any required confirmation must be provided at a site approved by DAS.

**10. Erroneous Awards**

DAS reserves the right to correct inaccurate awards.

**11. Bid Expenses**

Bidders are responsible for all costs and expenses incurred in the preparation of bids and for any subsequent work on the bid that is required by DAS.

**12. Ownership of Bids**

All bids shall become the sole property of the State and will not be returned.

**13. Ownership of Subsequent Products**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this ITB shall be the sole property of the State unless otherwise stated in the contract.

**14. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by bidders with any State agency or employee will be disregarded in any State bid evaluation or associated award.

## Award Criteria

Pursuant to CGS 4a-59 and DAS Procurement Regulations 4a-52-8 and 4a-52-18, the award shall be made to the lowest, responsible qualified bidder. The following factors, in descending order of relative importance, will be considered in the evaluation to determine the lowest, responsible qualified bidder:

- 1) Pricing.
- 2) The conformity of the supplies, materials, equipment or contractual services to the specifications in Exhibit A, Attachment 1, Specification for Treated Road Salt, including information provided on Exhibit A, Attachment 2, Contractors Information Sheet, and the certified test report.
- 3) Bidder's past performance.
- 4) Bidder's financial responsibility.

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all bids in whole or in part, and waive minor irregularities and omissions if, in the judgment of DAS, the best interest of the state will be served.

# **CONTRACT #19PSX0219**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

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Awarded Contractor

**TREATED ROAD SALT**

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Contract Document

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This Contract (the "Contract") is made as of the Effective 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,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page 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 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Joseph Giliberto, 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) Bid: A submittal in response to an Invitation to Bid.
  - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
  - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
  - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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 Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) 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.
- (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) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

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2. Term of Contract; Contract Extension. The Contract will be in effect from December 09, 2019 through June 30, 2020.  
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services and Additional Terms and Conditions. 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:
    - (1) 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 twenty-five (25) 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.
    - (2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
  - (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
  - (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

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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 #36. 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, 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;
  - (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

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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, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor 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 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 shall be valid or binding upon the State unless made in writing, signed by both 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 Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (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 its Performance under the Contract prior to such date.
- (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, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice,



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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 of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs 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, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by 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.

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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 Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If 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.** 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 Terminate 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 Terminate 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.

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- (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 Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of

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the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

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.

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**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 Contract.
- (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 Commissioner of DAS, in consultation with 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 or the Commissioner of DAS 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. **Emergency Standby for Goods and/or Services.** If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. **Setoff.** In addition to all other remedies available hereunder, 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

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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.

24. 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.
25. 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.
26. 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 Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, 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 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 Section 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,

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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 Terminated;
- (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 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 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 or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, 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 Contractor;
- (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;

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- (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 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 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;
- (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.

**28. 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 (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, represents and warrants for itself and the Contractor Parties, that:



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- (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 intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more 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. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. 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

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becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

30. 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.
31. 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.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
  - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
  - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance

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of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to

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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 Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 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.

### 34. Tangible Personal Property.

- (a) 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:
- (1) 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;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) 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;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

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- (5) 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.
- (b) 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.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
36. 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  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103

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Attention: Joseph Giliberto

If to the Contractor:

At the address set forth on Form SP-38.

37. **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.

(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

38. **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.

39. **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.

40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to

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“Contractor” shall also be deemed to include “Contractor Parties,” as if such reference had originally specifically included “Contractor Parties” since it is the parties’ intent for the terms “Contractor Parties” to be vested with the same respective rights and obligations as the term “Contractor.”

41. 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.

42. 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.

43. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete 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 and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.



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- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) 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.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that 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.
45. 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.
46. 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.
47. 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.

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- (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.
- (c) Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide DAS with any additional reports as DAS may request from time to time within ten (10) days following receipt of DAS' written request. Timely submission of these reports is a material requirement of the Contract. All Title and propriety rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, DAS shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this section.
48. 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.
49. Confidential Information. The State will afford due regard to the 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 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 Contractor 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 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 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.
50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

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All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

### 51. 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.

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to 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.

53. 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.

54. 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

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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.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract 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 Contract.
56. Reserved.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Reserved.
59. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

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- (5)Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
60. Antitrust.  
Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
61. Reserved.

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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**1. Description Of Goods And Services:**

This Contract secures supplies of treated road salt ("Treated Road Salt") to Client Agency to be used for snow and ice removal.

**2. Local, State and Federal Guidelines and Laws for Treated Road Salt Storage:**

The Contractor shall comply with all applicable Federal and State laws for handling, storage and transportation of Treated Road Salt throughout the term of the Contract.

**3. Contractor's Supply Locations:**

- 3.1. The locations of Contractor's Treated Road Salt stockpiles are contained in Attachment 2 of Exhibit A, "Contractors Information Sheet" (Attachment 2). The Contractor shall deliver Treated Road Salt only from the stockpiles and the trucks listed in Contractors Information Sheet.
- 3.2. During the term of the Contract, the Contractor shall be required to provide a current certified test report for any treated road salt used to re-supply any stockpile listed in the Contractors Information Sheet.
- 3.3. The Contractor shall treat the supply of Treated Road Salt with an anti-caking conditioner to meet flowability requirements as listed in Attachment 1 of Exhibit A, "Specification for Treated Road Salt" (Attachment 1). Contractor shall not deviate from the Treated Road Salt specifications without the Client Agency's written approval.
- 3.4. The Contractor shall construct and maintain its stockpiles of Treated Road Salt in order to comply with the specifications of the Treated Road Salt as required in Attachment 1.

**4. Safety Data Sheets:**

- 4.1. The Contractor shall provide safety data sheets specific to Contractor Treated Road Salt to the Client Agency within ten (10) days after award notice.
- 4.2. The Contractor shall send the safety data sheets to the below address:  
Department of Transportation  
Attention: Charlesina Ball  
660 Brook Street  
Rocky Hill, CT 06067

**5. Department of Transportation ("DOT") Treated Road Salt Standards:**

**5.1. Routine Testing of Treated Road Salt:**

The Contractor shall allow the DOT representative access to its facilities without prior notice during regular business hours for testing and inspection of the Treated Road Salt. The DOT representative and the Contractor may, by mutual agreement, schedule testing and inspection for other times. Routine random sampling and testing by a DOT representative shall occur as follows:

**EXHIBIT A**

**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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- 5.1.1. The DOT representative shall take a minimum of three (3) moisture content samples of the Treated Road Salt every ten (10) calendar days, from locations randomly selected, of the Client Agency stockpiles or the Contractor's stockpiles.
- 5.1.2. The DOT representative may test the Treated Road Salt for purity and gradation at any time without prior notification to the Contractor.
- 5.1.3. Inspections by the DOT representative will include the following:
  - 5.1.3.1. Materials testing.
  - 5.1.3.2. Condition of facility.
  - 5.1.3.3. Scale certification dates.
  - 5.1.3.4. Licensed weigh master's name and license numbers.
  - 5.1.3.5. Approximate balance on hand.

Treated Road Salt delivered under this Contract to any Client Agency shall meet the DOT Treated Road Salt Standards described in Attachment 1. Client Agency may, at its discretion, reject or accept any Treated Road Salt which fails to meet the quality specifications in Treated Road Salt Standards described in Attachment 1.

**6. Delivery General:**

- 6.1. The Contractor shall make all deliveries at scheduled times listed in the Client Agency purchase order and provide the Client Agency forty-eight (48) hours' notice of deliver times. The Client Agency shall provide the contact information of the DOT representative authorized to accept the delivery on the purchase order.
- 6.2. The Contractor shall not change the delivery schedules without the Client Agency's written approval.
- 6.3. The Contractor shall identify each delivery with a numbered delivery ticket ("Delivery Ticket") which must accompany the delivery and contain the information listed below. The Contractor's Delivery Ticket must be clear and legible. The Contractor shall provide the Client Agency with a copy of the Delivery Ticket at the time of delivery.
  - 6.3.1. Contractor's name.
  - 6.3.2. Distributor's name and depot location.
  - 6.3.3. Date of delivery.
  - 6.3.4. Gross vehicle weight, tare and new weight.
  - 6.3.5. Purchase order number.
  - 6.3.6. Truck number.
  - 6.3.7. License plate number with state of issuance.
  - 6.3.8. Receiving stockpile number and location.

**EXHIBIT A**

**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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- 6.3.9. Signature and printed name of the Contractor's assigned licensed weigh master; and signature and printed name of an authorized Client Agency representative receiving the delivery.
  - 6.4. Notwithstanding any acts by either the Contractor or the Client Agency, the only acceptable evidence of the Contractor's delivery of the Treated Road Salt and the Client Agency's acceptance of the Treated Road Salt shall be an executed Delivery Ticket with a legibly printed name of a Client Agency's employee duly authorized to accept the delivery. Contractor's failure to obtain an executed Delivery Ticket with a legibly printed name from the Client Agency's employee shall be deemed by the Client Agency that delivery has not been made and is still in transit, notwithstanding the physical presence of the Treated Road Salt at the Client Agency's location. Accordingly, until the Contractor obtains the executed Delivery Ticket with a legibly printed name, the Client Agency shall not provide payment for such deliveries.
  - 6.5. The Client Agency may, in its sole discretion, either move the Treated Road Salt into a sheltered location or leave the Treated Road Salt where it was dumped, at the Contractor's expense. The Client Agency shall not be adversely affected if the Client Agency, acting in its own best interests, moves the Treated Road Salt from the location where the Contractor dumped the Treated Road Salt.
  - 6.6. If multiple distributors and depots exist, the Contractor shall designate the distributor or depot servicing the purchase order and notify the Client Agency by written notice prior to the issuance of a purchase order.
  - 6.7. The Client Agency shall not pay the portion of a delivery which exceeds the State maximum allowable gross vehicle weight load limit.
  - 6.8. The Client Agency shall report repeated overweight loading to the proper State public safety authorities.
  - 6.9. The Contractor shall properly cover and protect the Treated Road Salt from weather or contamination, and prevent spillage or leakage or both of Treated Road Salt. The Client Agency may reject a delivery of Treated Road Salt that is not properly covered.
- 7. Routine Deliveries:**
- 7.1. The Contractor shall deliver the Treated Road Salt to the Client Agency location within seventy-two (72) hours of receipt of the purchase order.
  - 7.2. The Contractor shall commence routine deliveries within twenty-four (24) hours after receipt of a purchase order from the Client Agency. The Client Agency reserves the right to schedule deliveries based on operational needs. The Contractor shall make routine deliveries to the Client Agency location specified in the purchase orders, between the hours of 8:00 a.m. to 3:30 p.m., Monday through Friday, excluding State holidays.



**EXHIBIT A**

**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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**8. Emergency Deliveries:**

The Contractor shall deliver a specified quantity of Treated Road Salt within twenty-four (24) hours after receipt of an emergency purchase order at a mutually agreed upon time, including weekends and holidays to the designated Client Agency location. Contractor shall provide a twenty-four (24) hour answering service for emergencies. Contractor shall respond to such emergencies via a return phone call within two (2) hours of the Client Agency's phone call for emergency services. The Contractor shall designate a representative for each Contractor's store area listed in Exhibit B. The designated representative shall be available twenty-four (24) hours seven (7) days a week and responsible for accepting and scheduling emergency deliveries. The Client Agency may change a routine delivery to an emergency delivery, at its discretion.

**9. Pricing**

Pricing provided in Exhibit B Price Schedule includes delivery and transportation charges fully prepaid by the Contractor, F.O.B. destination.

**10. DOT Storage Shed:**

The Contractor shall deliver Treated Road Salt to the outside of the storage shed located at the DOT. The Client Agency shall move the Treated Road Salt into the storage shed. Contractor's vehicles are not authorized to dump Treated Road Salt inside the DOT storage sheds.

**11. DOT Invoicing:**

11.1. Contractor shall submit to DOT invoices for payment within seven (7) to fourteen (14) days of delivery of Treated Road Salt to the Client Agency. Each Contractor's invoice to DOT shall be for a one (1) day's deliveries.

11.2. Contractor shall forward all DOT invoices directly to accounts payable at:

Department of Transportation  
2800 Berlin Turnpike  
Newington, CT 06131  
Attention: Accounts Payable – Room 2416

11.3. Contractor's invoices shall contain the following information:

- 11.3.1. The location of the Contractor's pile from which the delivery was made and the name of the distributor or depot at that location.
- 11.3.2. Contractor name and billing address.
- 11.3.3. Invoice number and Invoice date.
- 11.3.4. DOT purchase order number.
- 11.3.5. Delivery Ticket number.

**EXHIBIT A**

**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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**12. DOT General Information:**

12.1. The Contractor shall direct questions to the following:

Administrative questions:

Charlesina Ball  
Inventory Management  
Phone: 860-258-3037  
E-mail: [Charlesina.Ball@ct.gov](mailto:Charlesina.Ball@ct.gov)  
Fax: 860-258-1978

Billing and payment status:

John Miller  
Accounts Payable  
Phone: 860-594-2310  
E-mail: [John.miller@ct.gov](mailto:John.miller@ct.gov)  
Fax: 860-594-2260

Operational information regarding test results, and Contractor inventories will be available on the State of Connecticut, Department of Transportation website at the following address, as modified from time to time:

[www.ct.gov/dot](http://www.ct.gov/dot)

Click on "doing business with ConnDOT"

Click on "Winter Operations Information (SALT)"

**13. ADDITIONAL TERMS AND CONDITIONS:**

**13.1. Subcontractors:**

DAS shall approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

Contractor must provide the majority of services described in the specifications.

**13.2. Contract Separately/Additional Savings Opportunities:**

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

**EXHIBIT A**

**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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**13.3. Mandatory Extension to State Entities:**

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political sub-divisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations.

**13.4. Security and/or Property Entrance Policies and Procedures:**

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

**Exhibit A**  
**Attachment 1**  
**Connecticut Department of Transportation**  
**Specification for Treated Road Salt**

**Scope:** This specification describes a mixture of Sodium Chloride treated with Liquid Chloride (Magnesium or Calcium).

**Description:** The finished product must be composed of two components:

- (1) Sodium Chloride, as described in Section A below.
- (2) Liquid Chloride (Magnesium or Calcium), as described in Section B below.

The two components must be mixed as described in Section C below. The mixture must meet all the requirements in Section D below.

**Certification:**

**Component Materials:** The Contractor must test each component material separately prior to mixing. The Contractor shall provide the Client Agency a certified test report indicating results of testing performed as detailed below for each component material used to manufacture the final mixture.

The certified test report is a document containing a list of the dimensional, chemical, metallurgical, electrical, and physical results obtained from a physical test of the materials involved certifying that the materials being supplied meet the requirements of this Attachment 1. The certified test report must include the following information:

- (1) Description of materials.
- (2) Date of mixing.
- (3) Date of testing.
- (4) Name of organization to which the material has been consigned, if applicable.
- (5) Quantity of material represented (tons).
- (6) Means of identifying the consignment, such as label, marking, and lot number.
- (7) Date and method of shipment.
- (8) Name of organization performing tests.

The certified test report must be executed and notarized by a duly-authorized and responsible agent for the organization manufacturing the materials.

**Treated Road Salt:** The Contractor shall provide to the Client Agency a materials certificate with each delivery as described below certifying that the component materials were mixed to provide a finished product as described in Sections C and D below.

A materials certificate is a document certifying that the materials, components, and equipment furnished conform to all requirements of this Attachment 1. The materials certificate must include the following information:

- (1) Quantity of material represented (tons) and applicable certified test reports representing the materials being delivered.
- (2) Quantity of material represented by the certificate (tons).
- (3) Means of identifying the consignment, such as label, marking, and lot numbers.

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Specification for Treated Road Salt**

(4) Date and method of shipment.

The materials certificate must be signed by a duly authorized and responsible agent for the organization supplying the material.

The Contractor shall be responsible for all testing and materials certificates.

**SECTION A: SODIUM CHLORIDE**

**A.1 CHEMICAL COMPOSITION**

The chemical composition must not be less than 95% Sodium Chloride. The Contractor shall determine the percent of Sodium Chloride in accordance with AASHTO M-143 (ASTM D-632) Type 1. Sections 9.1.2 and 11.2 of AASHTO M-143 (ASTM D-632) Type 1 do not apply.

**A.2 CONTAMINATION**

The Sodium Chloride must be uniform in appearance, free flowing and free from visual evidence of foreign matter including, but not limited to, dirt, stone, chips, trash, or any other material that could reasonably be expected to interfere with its use, handling, or storage as determined by the Client Agency.

**A.3 SIZE GRADING**

The Contractor shall meet the gradation of the Sodium Chloride requirements listed in Table 1 below when tested in accordance with AASHTO M-143 (ASTM D-632).

**Table 1. Gradation**

Sieve Size	Percent Passing through Sieve by Weight
(1/2in.)	100
(3/8in.)	95 to 100
(No.4)	20 to 90
(No.8)	10 to 60
(No.30)	0 to 15

**A.4 MOISTURE CONTENT**

Moisture content of the Sodium Chloride prior to mixing with any other component must not exceed 0.5% when determined as follows:

$$\% \text{ Moisture} = \frac{(W_1 - W_2)}{(W_1)} \times 100$$

Where:  $W_1$  = Initial weight of sample

$W_2$  = Weight of sample after drying to a constant weight at 100°C ±5°C.

If the Sodium Chloride does not meet Section A1 through A4 above, the Contractor shall notify the Client Agency in writing.

**SECTION B: LIQUID CHLORIDE (MAGNESIUM OR CALCIUM)**

**B.1 CHEMICAL COMPOSITION**

The Liquid Magnesium Chloride must:

- (1) have a pH of 6-9.
- (2) contain a minimum concentration of 22% Magnesium Chloride.

**Exhibit A  
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Connecticut Department of Transportation  
Specification for Treated Road Salt**

- (3) have the weight per gallon be established according to the specific gravity and percentage of the Magnesium Chloride contained in the product .
- (4) not contain greater than 1.0% (V/V) total settleable solids and must have 99.0% of the solids passing through a number 10 sieve after being stored at  $-17.8^{\circ} \pm 1.0^{\circ} \text{ C}$  for 168 hours (seven days).
- (5) Not contain Organic Based Performance Enhancers (OBPE).

The Liquid Calcium Chloride must:

- (1) have a pH of 6-10.
- (2) contain a minimum concentration of 22% Calcium Chloride.
- (3) have the weight per gallon be established according to the specific gravity and percentage of the Calcium Chloride contained in the product.
- (4) not contain greater than 1.0% (V/V) total settleable solids and must have 99.0% of the solids passing through a number 10 sieve after being stored at  $-29^{\circ} \pm 1.0^{\circ} \text{ C}$  ( $-20^{\circ}\text{F} \pm 2.0^{\circ}\text{F}$ ) for 168 hours (seven days).
- (5) Not contain OBPE.

**B.2 COMPONENT LIMITS**

The blend must not contain constituents in excess of the components in Table 2 below.

**TABLE 2 – COMPONENT LIMITS IN PARTS PER MILLION (PPM)**

<b>Component</b>	<b>Limit (PPM)</b>
Arsenic	5.0
Barium	10.0
Cadmium	0.20
Chromium	0.5
Copper	4.0
Lead	1.0
Mercury	0.05
Selenium	5.0
Zinc	10.00
Phosphorus	250.00
Cyanide	0.20

**SECTION C: MIXING THE SODIUM CHLORIDE AND LIQUID CHLORIDE (MAGNESIUM OR CALCIUM).**

The materials described in Section A and B above must be mixed as described in this section to produce the finished product.

**C.1** The Contractor shall thoroughly mix 7-8 gallons of Liquid Chloride per ton of salt.

**C.2** The Contractor shall use equipment such as a spray system, pug mill, and conveyor so that there is maximum coverage of the liquid on the salt crystals. Loader mixing and stockpile injection methods are not acceptable.

**Exhibit A  
Attachment 1  
Connecticut Department of Transportation  
Specification for Treated Road Salt**

**SECTION D: FINAL PRODUCT - TREATED ROAD SALT**

The Treated Road Salt must meet the following requirements:

**D.1 CONTAMINATION**

Treated salt must be uniform in appearance, and free from visual evidence of foreign matter including, but not limited to, dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the treated salt.

**D.2 FLOWABILITY**

Treated salt must show no clumping or caking and must flow freely as determined by the Client Agency.

**D.3 LEACHING**

The Contractor shall properly store the Treated Salt (covered or inside storage) and must show no indication of leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product or routine maintenance of the Client Agency storage facility.



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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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





## DEFINITIONS

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

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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

**Exhibit D**  
**Treated Road Salt Requirements**  
**2019 - 2020**

<b>2019-2020 DOT REQUIREMENTS - TREATED ROAD SALT - 19PSX0219</b>			
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>2019-2020 Estimated Quantities</b>
<b>1</b>	<b>Treaded Road Salt Delivered to Client Agency</b>		
1a	STORE #DOT32 - Brookfield for New Milford (Pile #96)	Ton	1,000
1b	STORE #DOT40 - Putnam for Woodstock (Pile#169)	Ton	526
<b>2</b>	<b>Treated Road Salt Picked-up by Client Agency at Contractor Location</b>		
2a	STORE #DOT32 - Brookfield for New Milford (Pile #96)	Ton	1,000
2b	STORE #DOT40 - Putnam for Woodstock (Pile#169)	Ton	526

Exhibit D  
Treated Road Salt Requirements  
2019 -2020

2019-20 MUNICIPAL REQUIREMENTS - TREATED ROAD SALT - 19PSX0219						Last update:		07/03/19
Store #	Town Name	2019-20 Qty - Tons	Municipal 50% Guarantee	Storage Capacity	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
<b>STORE #DOT28 - Colchester</b>								
128	Salem	100	50	500	270 Hartford Road, Salem	Donald Bourdeau, P.W. Director	(860) 859-3873	(860) 859-1184
1	<b>Store #DOT28 Total</b>	<b>100</b>	<b>50</b>	-				
<b>STORE #DOT31 - Darien</b>								
0	<b>Store #DOT31 Total</b>	<b>0</b>	<b>0</b>	<b>0</b>				
<b>STORE #DOT32 - Brookfield</b>								
132	New Fairfield	950	475		188 Route 37, New Fairfield	Russel Loudon, Superintendent	(203) 312-5628	(203) 312-5678
132	Ridgefield	6,000	3,000	3,500	60 South Street, Ridgefield	Office Administrators	(203) 431-2748	(203) 438-5719
132	Southbury	1,000	500	0	60 Peter Road, Southbury	Jim Suqden, Road Foreman	(203) 262-0691	(203) 262-1588
3	<b>Store #DOT32 Total</b>	<b>7,950</b>	<b>3,975</b>	<b>3,500</b>				
<b>STORE #DOT33 - Waterbury</b>								
133	Oxford	2,000	1,000	6,000	21 Great Oak Road, Oxford	Wayne Watt, Foreman	(203) 888-7716	(203) 888-3588
133	Watertown	2,500	1,250	3,000	Old Baird Rd, Watertown	Bob Grandpre, Highway Superintendent	(203) 509-1967	(860) 945-0457
2	<b>Store #DOT33 Total</b>	<b>4,500</b>	<b>2,250</b>	<b>9,000</b>				
<b>STORE #DOT37 - Winchester</b>								
0	<b>Store #DOT37 Total</b>	<b>0</b>	<b>0</b>	<b>0</b>				
<b>STORE #DOT38 - Wethersfield</b>								
138	East Hartford	500	250	2,500	61 Ecology Drive, East Hartford	Karen Alleano, Admin. Secretary III	(860) 291-7371	(860) 291-7370
138	Glastonbury	1,000	500	7,500	2380 New London Turnpike, Glastonbury	Charles Mahan, Operations Manager	(860) 652-7754	(860) 652-7758
138	Hartford	5,000	2,500	3,500	40 Jennings Road, Hartford	Vernon Matthews, Superintendent of Streets	(860) 761-4237	(860) 722-8319
138	West Hartford	3,000	1,500	1,000	17 Brixton Street, West Hartford	Keith Larson, Manager	(860) 561-8108	(860) 561-8141
4	<b>Store #DOT38 Total</b>	<b>9,500</b>	<b>4,750</b>	<b>15,500</b>				

Exhibit D  
Treated Road Salt Requirements  
2019 -2020

2019-20 MUNICIPAL REQUIREMENTS - TREATED ROAD SALT - 19PSX0219						Last update:		07/03/19
Store #	Town Name	2019-20 Qty - Tons	Municipal 50% Guarantee	Storage Capacity	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
<b>STORE #DOT39 - Willington</b>								
139	Andover	600	300	125	12 Long Hill Road, Andover	Ed Kasacek, Road Foreman	(860) 209-8363	(860) 742-7535
139	Columbia	25	13	150	89 Route 6, Columbia	George Murphy, Dir. of Public Works	(860) 228-4270	(860) 228-0327
139	Ellington	2,500	1,250	1,500	21 Main Street, Ellington	Thomas Modzelewski, Foreman	(860) 870-3140	(860) 870-3147
139	Union	125	63	100	1024 Buckley Hwy	David Eaton, Director	(860) 684-4706	(860) 684-8830
4	<b>Store #DOT39 Total</b>	<b>3,250</b>	<b>1,625</b>	<b>6,875</b>				
<b>STORE #DOT40 - Putnam</b>								
140	Thompson	2,000	1,000	350	255 Buckley Hill Road, Thompson	Richard Benoit, Director of Public Works	(860) 923-2680	(860) 923-3679
1	<b>Store #DOT40 Total</b>	<b>2,000</b>	<b>1,000</b>	<b>350</b>				
<b>STORE #DOT41 - East Granby</b>								
141	Granby	400	200	5,000	52 North Granby Road, Granby	Joel Faria, Deputy Director	(860) 653-8960	(860) 653-8959
141	Simsbury	500	250	0	66 Town Forest Road, Simsbury	Kevin Clemens, Hwy Superintendent	(860) 658-3222	(860) 408-5416
2	<b>Store #DOT41 Total</b>	<b>900</b>	<b>450</b>	<b>5,000</b>				
<b>STORE #DOT42 - East Haven</b>								
142	East Haven	1,200	600	1,250	461 North High Street, East Haven	Anthony DeFala, Foreman	(203) 800-0078	(203) 468-3994
1	<b>Store #DOT42 Total</b>	<b>1,200</b>	<b>600</b>	<b>1,250</b>				
<b>STORE #DOT90 - Milford</b>								
190	West Haven	1,300	650	2,000	1 Collis Street, West Haven	Tom McCarthy, Comm. Of Public Works	(203) 937-3585	(203) 937-3581
1	<b>Store #DOT90 Total</b>	<b>1,300</b>	<b>650</b>	<b>2,000</b>				
<b>STORE #DOT92 - Old Saybrook</b>								
0	<b>Store #DOT92 Total</b>	<b>0</b>	<b>0</b>	<b>0</b>				
		<b>Total Qty-Tons</b>	<b>Total Municipal Guarantee</b>	<b>Total Store Capacities</b>				
171	<b>TOTAL Number of Towns</b>	<b>30,700</b>	<b>15,350</b>	<b>43,475</b>				
19	<b>Number of Participating Towns in CT</b>							
11%	<b>Percent of Participating Towns</b>							

MUNICIPAL REQUIREMENTS - ROAD SALT					6/13/19	
Winter Season						
#	Store #	Town Name	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
		.....				
1	139	Andover	12 Long Hill Road, Andover	Ed Kasacek, Road Foreman	(860) 209-8363	(860) 742-7535
2	133	Ansonia	1 North Division Street, Ansonia	Michael Dalessio, Dir. of Public Works	(203) 343-3879	(203) 736-5943
3	140	Ashford	185 Nott Highway, Ashford	Joseph Kalinowski, Supervisor Public Works	(860) 428-6089	(860) 487-4430
4	141	Avon	11 Arch Road, Avon	Mike Arnold, Highway Foreman	(860) 673-6151	(860) 673-0338
5	137	Barkhamsted	33 New Hartford Road, Barkhamsted	Rich Novak, Highway Supervisor	(860) 379-1888	(860) 379-6262
6	133	Beacon Falls	401 Lopus Road, Beacon Falls	Edward Bea, Road Foreman	(203) 729-6978	(203) 729-2926
7	138	Berlin	19 Town Farm Lane, Berlin	Bryan Griswold, Highway Dept. Supt.	(860) 828-7046	(860) 828-7180
8	142	Bethany	755 Amity Road, Bethany	Alan Green, Dir. Of Public Works	(203) 393-1555	(203) 393-9466
9	132	Bethel	1 Sympaug Park Road, Bethel	Robert Dibble, Highway Supervisor	(203) 948-2230	(203) 794-8767
10	137	Bethlehem	28 Main Street South, Bethlehem	John Swendsen, Director Public Works	(203) 266-7448	(203) 266-7670
11	141	Bloomfield	21 Southwood Road, Bloomfield	Daniel Carter, Operations Manager	(860) 982-6366	(860) 243-1539
12	139	Bolton	98 Notch Road, Bolton	Lance Dimock, Hwy. Foreman	(860) 649-4302	(860) 649-4302
13	128	Bozrah	227 Fitchville Road, Bozrah	William Brown, DPW Foreman	(860) 625-4267	(860) 887-5449
14	142	Branford				
15	190	Bridgeport 1	752 East Main Street, Bridgeport	Tony Deprimo, Supervisor of District Opts.	(203) 395-6514	(203) 576-3957
16	190	Bridgeport 2	3115 Madison Avenue, Bridgeport	Tony Deprimo, Supervisor of District Opts.	(203) 395-6514	(203) 576-3957
17	132	Bridgewater	324 Hunt Hill Road, Bridgewater	Mike Deak, Foreman	(860) 354-2441	(860) 350-5944
18	138	Bristol	95 Vincent P. Kelly Road, Bristol	Bill Wolfe, Supt. Of Streets	(860) 584-7792	(860) 584-3838
19	132	Brookfield	81 Gray's Bridge Road, Brookfield	James Doctetor, Road Supervisor	(203) 775-5315	(203) 775-5314
20	140	Brooklyn	95 Rukstels Road, Brooklyn	Tom Rukstels, Road Foreman	(860) 774-2435	(860) 779-0806
21	137	Burlington	66 Belden Road, Burlington	Scott Tharau, Foreman	(860) 673-2439	(860) 673-8427
22	137	Canaan	100 Railroad Street, Canaan	Tim Downs, Foreman	(860) 824-7239	(860) 824-4506
23	140	Canterbury	111 Kinne Road, Canterbury	Sidney Ames, Highway Dept. Foreman	(860) 546-6604	(860) 546-9935
24	141	Canton	50 Old River Road, Canton	Walter LeGeyt, Director of Public Works	(860) 693-7863	(860) 693-7864
25	140	Chaplin	456 Phoenixville Road, Chaplin	David Stone, DPW Supervisor	(860) 576-2574	(860) 455-0027
26	133	Cheshire	1286 Waterbury Road, Cheshire	Mark Cunningham, Highway Supt.	(203) 271-6650	(203) 271-6659
27	192	Chester	12 Grote Road, Chester	John Divis, Foreman	(860) 790-0628	(860) 526-0004
28	192	Clinton	117 Nod Road, Clinton	Ed Vaillette, Director of Public Works	(860) 669-6811	
29	128	Colchester	300 Old Hartford Road, Colchester	Kevin Kelly, Highway Supervisor	(860) 537-1086	(888) 468-6093
30	137	Colebrook	43 Sandy Brook Road, Colebrook	Robert Bull, Highway Dept. Supvr.	(860) 379-8306	(860) 379-7215
31	139	Columbia	89 Route 6, Columbia	George Murphy, Dir. of Public Works	(860) 228-4270	(860) 228-0327
32	137	Cornwall	24 Furnace Brook Road, Cornwall	James Vanicky, Foreman	(860) 672-6230	(860) 672-4068
33	139	Coventry	100 Olsen Farms Road, Coventry	Mark Kiefer, DPW Director	(860) 742-6588	(860) 742-5467
34	138	Cromwell	Community Field Road, Cromwell	Neil Swanson, Highway Foreman	(860) 632-3452	(860) 632-3477
35	132	Danbury				
36	131	Darien	126 Ledge Road, Darien	Darren Oustafine, Asst. Dir., DPW	(203) 656-7365	(203) 656-7485
37	192	Deep River	206 Winthrop Road (Route 80), Deep River	Richard Smith, First Selectman	(860) 526-6020	(860) 526-6023
38	133	Derby	65 Coon Hollow Road, Derby	Ron Culmo, Director of Public Works	(203) 736-1468	(203) 736-1470
39	128	Durham	20 Cream Pot Road, Durham	Kurt Bober, Road Foreman	(860) 349-1816	(860) 349-0284
40	141	East Granby	26 South Main Street., East Granby	Ed Hubbard, Director	(860) 653-6822	(860) 653-8015
41	128	East Haddam	Hood Lane, East Haddam	Elizabeth Lunt, Public Works Administrator	(860) 873-5023	(860) 873-6014
42	128	East Hampton	One Public Works Drive, East Hampton	Philip Sisick, Director Public Works	(860) 267-4747	(860) 267-4172
43	138	East Hartford	61 Ecology Drive, East Hartford	Karen Alleano, Admin. Secretary III	(860) 291-7371	(860) 291-7370
44	142	East Haven	461 North High Street, East Haven	Charles Coyle, Foreman	(203) 468-3327	(203) 468-3994
45	192	East Lyme	8 Roxbury Road, Niantic	Charles Holyfield, Superintendent	(860) 739-2156	(860) 739-2249
46	141	East Windsor	6 Woolam Road, East Windsor	Leonard Norton, Public Works Director	(860) 292-7073	(860) 292-7072
47	140	Eastford	264 Westford Road, Eastford	Ben Schmidt, Public Work Supervisor	(860) 974-2259	(860) 974-2259
48	131	Easton	15 Westport Road, Easton	Edward Nagy, Director Public Works	(203) 268-0714	(203) 261-7915
49	139	Ellington	21 Main Street, Ellington	Timothy Webb, Director of Public Works	(860) 870-3140	(860) 870-3147
50	141	Enfield	40 Moody Road, Enfield	Daniel Edwards, Asst. Director Public Works	(860) 763-7524	(860) 763-7401
51	141	Enfield	52 Prospect Street, Enfield	Piya Hawkes, Director of Public Works	(860) 763-7599	(860) 272-1143
52	192	Essex	1 Dump Road, Essex	David Caroline, Public Works Director	(203) 710-9338	(860) 767-8509
53	131	Fairfield	899 Richard White Way, Fairfield	Scott Bartlett, Superintendent Public Works	(203) 256-3176	(203) 256-3187

MUNICIPAL REQUIREMENTS - ROAD SALT					6/13/19	
Winter Season						
#	Store #	Town Name	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
		.....				
54	131	Fairfield	Tunxis Hill Park, off Melville Avenue, Fairfield	Scott Bartlett, Superintendent Public Works	(203) 256-3176	(203) 256-3187
55	138	Farmington	544 New Britain Avenue Farmington	Scott Zenke, Hwy. Superintendent	(860) 675-2550	(860) 674-1076
56	128	Franklin	171 Pond Road, Route 207, Franklin	Tom Curran, Foreman	(860) 886-3114	(860) 642-6606
57	138	Glastonbury	2380 New London Turnpike, Glastonbury	Charles Mahan, Operations Manager	(860) 652-7754	(860) 652-7758
58	137	Goshen	38 Torrington Road, Goshen	Garret Harlow, Supervisor	(860) 491-6029	(860) 491-6036
59	141	Granby	52 North Granby Road, Granby	Joel Faria, Deputy Director	(860) 653-8960	(860) 653-8959
60	131	Greenwich				
61	128	Griswold	1148 Voluntown Road, Griswold	Todd Babbitt, Public Works Director	(860) 213-1522	(860) 376-7017
62	192	Groton, City	297 Meridian Street, Groton	David McCord, Purchasing Agent	(860) 446-4117	(860) 446-4113
63	192	Groton, Town	108 Groton Long Point Road, Groton Town	John Piacenza, Purchasing Agent	(860) 441-6681	(860) 449-7160
64	142	Guilford	47 Driveway, Guilford	Thomas Fillion, Highway Superintendent	(203) 453-8081	(203) 453-8099
65	128	Haddam	103 Depot Road, Haddam	Philip Goff, Asst. Director Public Works	(860) 345-2110	(860) 345-5156
66	142	Hamden	1125 Shepard Avenue, Hamden	Mike Siciliano, Supt. Of Streets	(203) 287-2600	(203) 287-2543
67	140	Hampton	88 Windham Road, Hampton	Don Sholes, DPW Foreman	(860) 455-9715	(860) 455-7048
68	138	Hartford	40 Jennings Road, Hartford	Vernon Matthews, Superintendent of Streets	(860) 761-4237	(860) 722-8319
69	141	Hartland	11 Welsh Road, Hartland	Wade Cole, Road Foreman	(860) 653-1259	
70	133	Harwinton	104 Locust Road, Harwinton	John D. Fredsall, Highway Supervisor	(860) 485-9051	(860) 485-0051
71	139	Hebron	550 Old Colchester Road, Hebron	Kevin Kelly, Director of Public Works	(860) 228-2871	(860) 228-5988
72	132	Kent	38 Maple Street, Kent	Rick Osborne, Road Foreman	(860) 488-4648	(860) 927-1313
73	140	Killingly	79 Putnam Pike, Killingly	Anthony Shippee, Asst. Highway Supt.	(860) 779-5385	(860) 774-7566
74	192	Killingworth	323 Route 81, Killingworth	Walter Adametz, Road Foreman	(860) 663-0875	(860) 663-0876
75	128	Lebanon	973 Goshen Hill Road, Lebanon	Brandon Hanfield, Director Public Works	(860) 642-7565	(860) 642-7716
76	128	Ledyard	889R Colonel Ledyard Highway, Ledyard	Jim Martin, Highway Superintendent	(860) 464-9060	(860) 464-9160
77	128	Lisbon				
78	137	Litchfield	101 Russell Street, Litchfield	Naomi Boccio, Asst. Supvr.	(860) 567-7575	(860) 567-7578
79	192	Lyme	215 Hamburg Road, Lyme	Lars Anderson, Town Crew	(860) 434-5675	(860) 434-2989
80	142	Madison	16 Fort Path Road, Madison	Guy Mac Pherson, Highway Superintendent	(203) 996-7800	(203) 318-8215
81	138	Manchester	263 Olcott Street, Manchester	Ken Longo, Field Services Administrator	(860) 647-3244	(860) 647-3237
82	139	Mansfield	230 Clover Mill Road, Mansfield	Mark Kiefer, DPW Superintendent	(860) 429-3676	(860) 429-2200
83	128	Marlborough	66 South Main Street, Marlborough	Christopher Corsa, Superintendent Operations	(860) 295-6229	(860) 295-6230
84	138	Meriden				
85	133	Middlebury	One Service Road, Middlebury	Dan Norton, Supvr. Public Works	(203) 577-4170	(203) 577-4168
86	128	Middlefield	393 Jackson Hill Road, Middlefield	John Wyskiel, Road Foreman	(860) 349-7118	(860) 349-7115
87	138	Middletown	485 Washington Street, Middletown	Bob Russo, Supt. of Streets	(860) 982-0483	(860) 343-3837
88	190	Milford				
89	190	Monroe	447 Purdy Hill Road, Monroe	James Robinson, Highway Supervisor	(203) 452-3761	(203) 445-0698
90	128	Montville	225 Maple Avenue, Uncasville	Donald Bourdeau, Public Works Director	(860) 848-7473	(860) 848-7393
91	137	Morris	9 Town Garage Rd, Morris	Lew Clark, Road Foreman	(860) 567-7439	(860) 567-7445
92	133	Naugatuck	211 Spring Street, Naugatuck	Lorianne Adamaitis, Asst to DPW Super	(203) 720-7071	(203) 720-5186
93	138	New Britain	55 Harvard Street, New Britain	Paul Wooten, Acting General Foreman	(860) 826-3482	(860) 826-3484
94	131	New Canaan	139 Lakeview Avenue, New Canaan	Bill Oestmann, Admin. Superintendent	(203) 594-3704	(203) 594-3706
95	132	New Fairfield	188 Route 37, New Fairfield	Russel Loudon, Superintendent	(203) 312-5628	(203) 312-5678
96	137	New Hartford 1	16 Antolini Road, New Hartford	Dan Jerran, First Selectman	(860) 379-3389	(860) 379-0940
97	137	New Hartford 2	59 Industrial Park Road, New Hartford	Doug Spencer, Inter. Highway Forman	(860) 379-0351	(860) 379-1153
98	190	New Haven	34 Middletown Avenue, New Haven	Jeffrey Pescosolido, Dir. of Public Works	(203) 946-7700	(203) 946-8330
99	192	New London	109 Crystal Avenue, New London	Joe Jullarine, Gen. Foreman, Highways	(860) 447-5224	(860) 447-5255
100	132	New Milford	6 Young's Field Road, New Milford	Joe Tillman, Highway Foreman	(860) 355-6040	(860) 355-6055
101	138	Newington 1	281 Milk Lane & Garfield Street, Newington	Frank Sanzo, Supt. Of Highways	(860) 667-5810	(860) 594-4146
102	138	Newington 2	Garfield Street, Newington	Frank Sanzo, Supt. Of Highways	(860) 667-5810	(860) 594-4146
103	132	Newtown	4 Turkey Hill Road, Newtown	Rick Orten, Crib Manager	(203) 274-4300	(203) 426-9968
104	137	Norfolk	36 Old Colony, Norfolk	John Allyn, Road Supervisor	(860) 542-5117	(860) 542-5876
105	142	North Branford	290 Forest Road, North Branford	Fran Merola, Dir. of Public Works	(203) 484-6060	(203) 484-6062
106	137	North Canaan				

MUNICIPAL REQUIREMENTS - ROAD SALT					6/13/19	
Winter Season						
#	Store #	Town Name	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
		.....				
107	142	North Haven	110 Elm Street, North Haven 06473	Michael Maturo, Dir. Of DPW Field Oper.	(203) 239-5321	(203) 234-7423
108	128	North Stonington	11 Wyassup Road, North Stonington	Stephen Holliday, Foreman	(860) 535-0924	(860) 535-8435
109	131	Norwalk	15 South Smith Street, Norwalk	Chris Torre, Highway Superintendent	(203) 854-3203	(203) 854-3224
110	128	Norwich	50 Clinton Avenue, Norwich	Steve Palmer, Dispatcher	(860) 823-3799	(860) 823-3825
111	192	Old Lyme	3 Machnik Drive, Old Lyme	Edward Adants, Superintendent	(860) 662-4003	(860) 434-3026
112	192	Old Saybrook	497 Middlesex Turnpike, Old Saybrook	Larry Bonin, Director Public Works	(860) 395-3123	(860) 395-3125
113	190	Orange	308 Lambert Road, Orange	Donald Foyer, Crew Chief	(203) 215-4799	(203) 891-2174
114	133	Oxford	21 Great Oak Road, Oxford	Wayne Watt, Foreman	(203) 888-7716	(203) 888-3588
115	140	Plainfield	1 Unity Road, Plainfield	Donald Tetreault, Highway Director	(860) 861-1769	(860) 230-3033
116	138	Plainville	23 Granger Lane, Plainville	Dominick Moschini, Road Supt.	(860) 793-0221	(860) 747-9631
117	133	Plymouth	42 Hillside Avenue, Plymouth	James Shultz, Highway Superintendent	(860) 585-4047	(860) 582-7526
118	140	Pomfret	624 Mashamoquet Road, Pomfret	Fred Serrine, Road Foreman	(860) 974-3950	(860) 974-3950
119	138	Portland	Sage Hollow Road, Portland	Richard Kelsey, Dir. of Public Works	(860) 342-6734	(860) 342-6759
120	128	Preston	423 Route 2, Preston	Robert Boyd, Road Foreman	(860) 917-6630	(860) 885-1905
121	133	Prospect	221 Cheshire Road, Route 68, Prospect	Gene McCarthy, Asst. Dir. Public Works	(203) 758-4983	(203) 758-4466
122	140	Putnam 1	191 Church Street, Putnam	Gerald Beausoleil, Dir. Of Public Works	(860) 963-6813	(860) 963-6816
123	140	Putnam 2	151 Fox Road, Putnam	Gerald Beausoleil, Dir. Of Public Works	(860) 963-6813	(860) 963-6816
124	132	Redding	28 Great Oak Lane, Redding	Bruce Sanford, Highway Superintendent	(203) 938-2801	(203) 938-3736
125	132	Ridgefield	60 South Street, Ridgefield	Ellen Rossini, Office Manager	(203) 431-2748	(203) 438-5719
126	138	Rocky Hill	2 Old Forge Road, Rocky Hill	Glenn Parent, Highway Superintendent	(860) 258-7709	(860) 258-7652
127	132	Roxbury	31 North Street, Roxbury	Butch Finch, Road Foreman	(860) 354-8343	(860) 354-0560
128	128	Salem	270 Hartford Road, Salem	Donald Bourdeau, P.W. Director	(860) 859-3873	(860) 859-1184
129	137	Salisbury	52 Library Street, Salisbury	Don Reid, Foreman	(860) 435-5184	(860) 435-9174
130	140	Scotland	12 Pinch Street, Scotland	William D'Appollonio, Highway Foreman	(860) 456-8625	(860) 423-3666
131	133	Seymour	721 Derby Avenue, Seymour	Dawn Valeski, Assistant	(203) 735-6028	(203) 881-5005
132	137	Sharon				
133	190	Shelton	41 Myrtle Street, Shelton	George Stachowicz, DPW Superintend.	(203) 924-9277	(203) 924-9961
134	132	Sherman	43 Route 39 North, Sherman	Don Borkowski, Public Works Director	(203) 917-0723	(860) 355-6943
135	141	Simsbury	66 Town Forest Road, Simsbury	Kevin Clemens, Hwy Superintendent	(860) 658-3222	(860) 408-5416
136	139	Somers	93 Egypt Road, Somers	Robert Cafarelli, Dir of PW	(860) 763-8234	(860) 749-3018
137	141	South Windsor	157 Burgess Road, South Windsor	Ron Asselin, Service Specialist	(860) 648-6366	(860) 644-8027
138	132	Southbury	60 Peter Road, Southbury	Jim Suqden, Road Foreman	(203) 262-0691	(203) 262-1588
139	133	Southington	1 Della Bitta Drive, Plantsville	Gabe Cialiandria Asst. Super	(860) 276-9430	(860) 276-9101
140	128	Sprague	Route 97, Baltic	Mark Benson, Road Foreman	(860) 822-3000	(860) 822-3013
141	139	Stafford	80 Upper Road, Stafford	Larry Carr, Hwy. Superintendent	(860) 684-3448	(860) 684-1785
142	131	Stamford 1	90 Magee Avenue, Stamford	Doug Hoyt, Operations Supervisor	(203) 977-4601	(203) 325-1656
143	131	Stamford 2	106 Haig Avenue, Stamford	Doug Hoyt, Operations Supervisor	(203) 977-4601	(203) 325-1656
144	131	Stamford 3	55 Rock Rimmon Road, Stamford	Doug Hoyt, Operations Supervisor	(203) 977-4601	(203) 325-1656
145	140	Sterling	215 Main Street, Sterling	Russell Gray, First Selectman	(860) 334-6376	(860) 564-1660
146	192	Stonington	86 Alpha Avenue, Stonington	Lou Dicesang, Highway Supervisor	(860) 460-7648	(860) 535-1023
147	190	Stratford	550 Paterson Avenue, Stratford	Thomas Albert, Highway Superintendent	(203) 385-4080	(203) 385-4082
148	141	Suffield	42 Fyler Place, Suffield	Mark Cervione, Foreman, Highway Dept.	(860) 668-3877	(860) 668-3868
149	133	Thomaston	32 Reynolds Bridge Road, Thomaston	Paul Pronovost, Supt. Of Highways	(860) 283-4030	(860) 283-4403
150	140	Thompson	255 Buckley Hill Road, Thompson	Leo Adams, Director Public Works	(860) 923-2680	(860) 923-3679
151	139	Tolland	118 Old Post Road, Tolland	John Bock, Highway Superintendent	(860) 871-3690	(860) 871-3691
152	137	Torrington 1	107 Arthur Street, Torrington	Robert Lizotte, Supt. Of Streets	(860) 489-2352	(860) 489-2337
153	137	Torrington 2	59 Winthrop Street, Torrington	Robert Lizotte, Supt. Of Streets	(860) 489-2352	(860) 489-2337
154	190	Trumbull	366 Church Hill Road, Trumbull	Tom Baldwin, General Foreman	(203) 452-5071	(203) 452-5140
155	139	Union	1024 Buckley Highway, Union	David Eaton, Public Works Director	(860) 684-4706	(860) 684-8830
156	139	Vernon	383 Hartford Turnpike, Vernon	Dwight Rvniewicz, Fleet Supervisor	(860) 870-3500	(860) 870-3505
157	128	Voluntown	210 Beach Pond Road, Voluntown	James Crider, Road Foreman	(860) 376-5880	(860) 376-3295
158	142	Wallingford	29 Town Farm Road, Wallingford	Henry McCully, Director Public Works	(203) 294-2105	(203) 294-2107
159	137	Warren	50 Cemetery Road, Warren	Craig Nelson, First Selectman	(860) 868-9030	(860) 868-7746

<b>MUNICIPAL REQUIREMENTS - ROAD SALT</b>					<b>6/13/19</b>	
<b>Winter Season</b>						
<b>#</b>	<b>Store #</b>	<b>Town Name</b>	<b>Salt Storage Shed Location</b>	<b>Municipal Contact Person</b>	<b>Telephone Number</b>	<b>Fax Number</b>
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160	132	Washington	12 Blackville Road, Washington	Kevin Smith, Highway Director	(860) 868-7986	(860) 868-3450
161	133	Waterbury 1	Mark Lane, Waterbury	Mark Mancini, Prov. Street Supervisor	(203) 574-8260	(203) 574-8394
162	133	Waterbury 2	51 East Aurora Street, Waterbury	Mark Mancini, Prov. Street Supervisor	(203) 574-8260	(203) 574-8394
163	192	Waterford	1000 Hartford Road, Waterford	Ronald Cusano, Dir. of Public Works	(860) 444-5864	(860) 442-9037
164	133	Watertown 1	Old Baird Road, Watertown	Bill Batterton, Highway Supt.	(860) 945-3244	(203) 945-0457
165	133	Watertown 2	91 Burton Street, Watertown	Bill Batterton, Highway Supt.	(860) 945-3244	(203) 945-0457
166	138	West Hartford	17 Brixton Street, West Hartford	Keith Larson, Manager	(860) 561-8108	(860) 561-8141
167	190	West Haven	1 Collis Street, West Haven	Mark Paine, Asst. Comm. DPW	(203) 937-3585	(203) 937-3581
168	192	Westbrook	185 Horse Hill Road, Westbrook	John Riggio, Dir. Of Public Works	(860) 790-1392	(860) 664-5094
169	131	Weston				
170	131	Westport	300 Sherwood Island Connector, Westport	Scott Sullivan, Highway Superintendent	(203) 341-5085	
171	138	Wethersfield				
172	139	Willington	49 Hancock Road, Willington	Derek Dimmock, Director Public Works	(860) 684-9313	(860) 684-9313
173	131	Wilton				
174	137	Winchester	189 Rowley Street, Winsted	Dennis Millard, Street Foreman	(860) 307-6267	(860) 738-3509
175	140	Windham	Route 6, Windham	Kathy Quinn, Administrative Aid	(860) 465-3090	(860) 465-3096
176	141	Windsor	99 day Hill Road, Windsor	Ed Wagner, Operations Manager	(860) 285-1855	(860) 285-1897
177	141	Windsor Locks	6 Stanton Road, Windsor Locks	Kirk Montstream, Highway Foreman	(860) 627-1405	(860) 627-1407
178	133	Wolcott	48 Todd Road, Wolcott	David Kalinowski, Director of Public Works	(203) 879-8140	(203) 879-8143
179	142	Woodbridge				
180	132	Woodbury	82 White Deer Rocks Road, Woodbury	Richard Lamothe, Director	(203) 263-3633	(203) 263-3348
181	140	Woodstock	215 Coatney Hill Road, Woodstock	John Navarro, Public Works Director	(860) 974-0330	(860) 974-3103