

CONTRACT AWARD
SP-38 - Rev. 5/21/14
Prev. Rev. 3/12/14

Peter Hunter
Contract Specialist

860-713-5257
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

CONTRACT AWARD NO.:

14PSX0011

Contract Award Date:

30 June 2014

Bid Due Date:

29 April 2014

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

FOR: Department of Transportation		TERM OF CONTRACT: July 1, 2014 through December 31, 2017	
		AGENCY REQUISITION NUMBER: 0000089108	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$405,000.00 est.	\$45,000.00 est.	\$135,000.00 est.	\$585,000.00 est.

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: Advanced Construction & Tree Removal LLC

Company Address: 87 Boardman Road, New Milford, CT 06776

Tel. No.: (860) 355-3222

Fax No.: (860) 355-3222

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Joe P Quaranta

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: Joe@AdvancedConstructionCT.com/www.advancedconstructionct.com

Remittance Address: Above

Certification Type (SBE, MBE or None): SBE

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 30

Company Name: Asplundh Tree Expert Co.

Company Address: 708 Blair Mill Road, Willow Grove, PA 19090-1784

Tel. No.: 860-292-8700

Fax No.:

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Gregg G. Asplundh

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: GREGG@Asplundh.com

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: BCI, Inc.

Company Address: 848 Marshall Phelps Road, Windsor, CT 06095

Tel. No.: (860) 688-8024

Fax No.: (860) 298-8372

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Robert T. Butler

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: rbutler@thebutlerco.com/ www.thebutlerco.com

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: Ed The Treeman, LLC

Company Address: 23 Industrial Rd, Prospect, CT 06712

Tel. No.: 203-758-0261

Fax No.: (203) 758-3687

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Edward T Brasche

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: edthetreeman@yahoo.com/ WWW.EDTHETREEMAN.COM

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: Harvest New England LLC

Company Address: 232 Colt Highway, Farmington, CT 06032

Tel. No.: (860) 674-8855

Fax No.: 860 677 0067

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Chris Field

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: cfield@harvestpower.com/ www.harvestpower.com/ne

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: Lindon Tree Service, Inc.

Company Address: 38 Providence Pike, Eastford, CT 06242

Tel. No.: (860) 974-1833

Fax No.: (860) 974-1356

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: William A. Bibeault Jr.

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: lindontree@gmail.com/ www.lindontree.com

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: Nature's Trees, Inc.

Company Address: 12 Northwood Dr, Bloomfield, CT 06002

Tel. No.: 914-864-3100

Fax No.:

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Sharon Emborsky

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: bloomfield@savatree.com/ www.savatree.com

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: Supreme Industries, Inc.

Company Address: 216 Bogue Road, Harwinton, CT 06791

Tel. No.: (860) 485-0343

Fax No.: (860) 485-0349

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Dennis Colombie

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: dcolombie@supremeindustries.com/ www.supremeindustries.com

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N /A

Prompt Payment Terms: 0% 00 Net 45

Company Name: Tennett Tree Service, Inc.

Company Address: 56 Sundale Drive, Windham, CT 06280

Tel. No.: 860-423-0895

Fax No.:

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Prescott Baxter

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: tennett.tree@snet.net

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: The Care of Trees

Company Address: 275C 12th Street, 2nd floor, Wheeling, IL 60090

Tel. No.: 203-840-8323

Fax No.:

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Ken Clear

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: kclear@thecareoftrees.com/ www.thecareoftrees.com

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: The Good Earth Tree, Inc.

Company Address: 540 Longbrook Avenue, Stratford, CT 06615

Tel. No.: 203-331-3811

Fax No.: 203-373-1699

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: Jennifer Damon

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: Goodearthtree@aol.com

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: Tri-State Forestry, Inc.

Company Address: 60 Newtown Road, 67, Danbury, CT

Tel. No.: 914-760-7312

Fax No.: 914-760-1122

Contract Value: \$45,000.00 est.

Delivery: Per Contract

Contact Person: James Corkery

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: tristateforestry@aol.com

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: 0% 00 Net 45

Company Name: **Wood Grinding Unlimited**

Company Address: PO Box 90, Atkinson, NH 03811

Tel. No.: 203-333-9047, C# 978-265-0106

Fax No.: 203-334-0382

Contract Value: **\$\$45,000.00 est.**

Delivery: Per Contract

Contact Person: Peter Pratt

Contact Person Address: Above

Company E-mail Address and/or Company Web Site: peterp9@live.com

Remittance Address: Above

Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions: N/A

Prompt Payment Terms: **0% 00 Net 45**

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **PETER HUNTER**

Title: Contract Specialist

Date: 6/19/14

CONTRACT

14PSX0011

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

**Advanced Construction & Tree Removal LLC
Asplundh Tree Expert Company
BCI, Inc. dba The Butler Company
Ed The Treeman LLC
Harvest New England LLC
Lindon Tree Service, Inc.
Natures Tree Inc. dba Save a Tree
Supreme Industries Inc.
Tennett Tree Service Inc.
The Care of Trees Inc.
The Good Earth Treecare, Inc.
Tri-State Forestry, Inc.
Wood Grinding Unlimited**

Awarded Contractors

RENTAL OF TREE REMOVAL, TREE TRIMMING AND DISPOSAL UNITS AND EQUIPMENT.

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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 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Peter Hunter, 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, unmatured, 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

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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 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.

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- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from Effective Date through December 31, 2017.
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: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right

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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 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

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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, 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

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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.
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

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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. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to 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.
- (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

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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 the Client Agency 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 the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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(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.

20. Delivery.

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- (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 Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. 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 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

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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;

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- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties 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,

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freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
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 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

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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. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS 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.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

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(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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the

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Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and 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

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such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)

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

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- (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
 - (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.

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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
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Peter Hunter

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.

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- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
- (h) Reserved
- 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.
- 39. **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 "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."
- 40. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
 - a. its certificate of incorporation or other organizational document;
 - b. more than a controlling interest in the ownership of the Contractor; or
 - c. the individual(s) in charge of the Performance.

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

- 41. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably

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requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

42. Audit and Inspection of 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.
- (d) All audits and inspections shall be at the State's expense.
- (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.

43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

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45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
48. Confidential Information. The State will afford due regard to the 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

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have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

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.

50. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. 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.

52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is

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incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

54. Time of the Essence. Time is of the essence with respect to all provisions of this 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.

55. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.

56. 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.

57. Health Insurance Portability and Accountability Act.
This paragraph was intentionally left blank.

58. 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:

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- (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
 - (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.

59. Audit Requirements for Recipients of State Financial Assistance.

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This paragraph was intentionally left blank.

EXHIBIT A

**DESCRIPTION OF GOODS & SERVICES
RENTAL OF TREE REMOVAL, TREE TRIMMING AND DISPOSAL UNITS AND EQUIPMENT**

1. DESCRIPTION OF GOODS AND SERVICES:

- A. Contractors shall provide the rental of various types of tree removal, tree trimming and disposal units and equipment for the Client Agency.
- B. Contractors shall provide operator(s), tools, and all labor necessary for the complete performance of the particular service required by the Client Agency and as more particularly described in Exhibit B hereto. The Contractor furnishing the service has complete responsibility for the equipment and labor being used and will furnish all fuel, maintenance and repair for that equipment.
- C. Contractors required to perform tree trimming shall be licensed arborists qualified to perform arboriculture within the State of Connecticut under Connecticut General Statutes (CGS) – Section 23-61b, Licensing for Arboriculture; examination; fees, renewal; suspension; revocation. Nonresidents. Records. Pesticides. Tree trimming shall be performed by Contractor to meet the latest American National Standard Institute (ANSI) A300 Standards described in the section of Tree Care Operations - Tree, Shrub and other Woody Plant Maintenance – Standard Practices (Pruning).
- D. Contractors shall have crews available that are Qualified Line-Clearance Arborists as described in the ANSI Z.133 Standards for Arboricultural Operations.
- E. Product output, wood chips, will be 1/8 inch nominal thickness with at least fifty (50%) percent of the chips having an area of between 1 square inch, and not more than 6 square inches.
- F. For items 1-6 of the Exhibit B: Price Schedule, Client Agency shall be responsible for any debris left at the site, (i.e. stumps, branches, wood chip mulch), and shall also loam and seed area if required.
- G. For items 7-10 of Exhibit B: Price Schedule, Contractor shall provide a price for debris removal, in the event that Client Agency chooses to remove debris from the site.
- H. The cost of transporting equipment to and from the area in which it is used is the responsibility of the Contractor. No transportation charges, setup or breakdown fees are allowed.

ADDITIONAL TERMS AND CONDITIONS:

2. FORM 816:

- A. Form 816 (“FORM 816”) is Client Agency’s “Standard Specifications for Roads, Bridges and Incidental Construction.” FORM 816 is incorporated into this Contract and Contractor shall perform work in accordance with FORM 816 including all supplements and other applicable standards as described. Copies of FORM 816 may be purchased from:

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

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES
RENTAL OF TREE REMOVAL, TREE TRIMMING AND DISPOSAL UNITS AND EQUIPMENT

- B. The price is twenty dollars (\$20.00) if FORM 816 is mailed and sixteen dollars (\$16.00) if FORM 816 is picked up. Checks are to be made out to: Treasurer – State of Connecticut. Or FORM 816 may be downloaded or printed at:

<http://www.ct.gov/dot/cwp/view.asp?a=1385&q=518080>

3. PURCHASE ORDERS:

- A. Questions concerning purchase orders are to be directed to Client Agency's Processing Unit at 860-594-2070.

4. INVOICES AND PAYMENTS:

- A. Client Agency's Accounts Payable Unit through the Comptroller's Office will issue Payments. Payment and invoicing inquiries should be directed to Client Agency's Accounts Payable Unit at 860-594-2305.

- B. All invoices must include:

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

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

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

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

5. EXTENUATING CIRCUMSTANCES WHICH AFFECT WORK PERFORMED AND PAYMENTS:

- A. Equipment must be in safe operating condition at all times. Delays caused by equipment failure will result in non-payment for lost hours.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES RENTAL OF TREE REMOVAL, TREE TRIMMING AND DISPOSAL UNITS AND EQUIPMENT

No payment will be made by the Client Agency for rentals or services when work cannot be performed due to extenuating circumstances or adverse weather conditions as determined by Client Agency, and where Contractor has been given reasonable advance notification of work cancellation. Should Client Agency fail to provide reasonable notice of work cancellation or should work be cancelled as a result of weather conditions When prior to noon on any particular day, the Contractor shall be paid for four (4) hours at the applicable rate. If work is cancelled any time after 12:30 p.m., the Contractor shall be paid their hourly rate for time worked.

6. LICENSE REQUIREMENTS:

- A. Copies of the current Connecticut Arborist licenses and a list of Qualified Line-Clearance workers must be submitted with Contract bids and maintained throughout the term of the Contract.

7. WORK DAY:

- A. In accordance with the normal work schedule in use by Client Agency, quotations are requested for hourly rental rates based on a seven and one half (7.5) hour normal work day (8:00 a.m., to 12:00 Noon; and 12:30 p.m. to 4:00 p.m.), regardless of how many hours are considered to be a normal work day of the Contractor.
 - 1. When operations require work in excess of seven and one half (7.5) hours in any one (1) day, payment shall be made at the applicable hourly rate as bid for the actual hours worked.
 - 2. Due to fluctuating work hours of Client Agency's maintenance crews, normal work day hours may vary slightly by the season.
 - 3. Overtime rates do not apply and may not be invoiced to Client Agency.

8. CONTACTING A CONTRACTOR:

- 9. Client Agency shall provide a period of two (2) consecutive business days from its first attempt to contact the lowest available qualified Contractor for a response from such Contractor regarding upcoming work. Once the two day period has passed with no response, Client Agency will attempt to contact the next lowest available qualified Contractor using the same timeline. This process will repeat until Client Agency has secured the services of a Contractor to complete the proposed work or rent needed equipment. **CONNECTICUT REGISTRATION REQUIREMENTS:**

- A. The Contractor shall comply with all applicable provisions and regulations of Title 14 of the Connecticut General Statutes. Under Connecticut law, a commercial vehicle used by Contractors in conjunction with this Contract may be subject to Connecticut registration requirements. Section 14-12a requires such registration for any vehicle which is most frequently garaged in this State, or most frequently leaves from, and returns to one or more points within this State in the normal course of operations. In addition, a vehicle must obtain Connecticut registration if it continuously receives and discharges cargo within the State.

10. SELECTION AND/OR UTILIZATION OF A CONTRACTOR:

- A. Selection of the lowest available qualified Contractor shall be at the Client Agency's discretion and will be based on the following:
 - 1. Equipment capabilities in relation to the required work to be accomplished. (For example it may be more cost effective to hire the services of or rent equipment from a Contractor whose equipment has higher capacities, than to hire or rent equipment from a Contractor

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES RENTAL OF TREE REMOVAL, TREE TRIMMING AND DISPOSAL UNITS AND EQUIPMENT

- costing less per hour, but with equipment having lower production capacities, or not developing proper end product output).
2. Availability of Contractor to start work when requested (generally within five (5) business days of the initial request).
 3. Contractor's access to any particular equipment necessary to complete the job assigned.

11. EQUIPMENT INSPECTION:

- A. Equipment must be in good operating condition at all times and be available for inspection by the Client Agency, at a location **within** the State of Connecticut, prior to the issuance of a purchase order.
 1. If the Contractor's equipment is unavailable for inspection, or the Contractor's equipment is determined to be unable to perform the specified work by the Client Agency, then Client Agency shall contact the next lowest available qualified Contractor to complete the work.

12. EQUIPMENT REGULATIONS:

- A. Contractors renting or supplying equipment or vehicles are required to equip them with all required safety and other equipment and devices. Equipment is to be maintained in compliance with all of the applicable Federal, State of Connecticut, Department of Motor Vehicle (DMV) and Local regulations.

13. EQUIPMENT INSPECTION AND CERTIFICATION:

- A. Contractors acknowledges and attest that the equipment offered for Items 1, 2, 3, 3B, 4, 4B, 6 and 6A as described in Exhibit B are/have been:
 1. Fully insulated, per ANSI-A 92.2.
 2. Certified for Category "C" aerial devices as per ANSI A-92.2 requirements and that the unit passed testing and is di-electrically sound, per ANSI-A 92.2.
 3. Compliant with, at the time of the related purchase order, the latest OSHA and ANSI A-92.2 requirements in effect including stabilization regulations.
- B. Certificates documenting the above requirements must list the equipment's serial numbers.
- C. The referenced certification shall be within one (1) year of utilization of equipment, and must be available to Client Agency upon request.
- D. Certificates must be available for inspection prior to Client Agency renting the equipment.

14. EQUIPMENT DEMONSTRATION (Items 7 and 8 of Exhibit B):

- A. Client Agency shall utilize equipment based upon its assessment of the equipment's performance and output.
 1. In assessing equipment's actual performance, Client Agency may request Contractor(s) to provide a no cost demonstration of their equipment's capabilities.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES
RENTAL OF TREE REMOVAL, TREE TRIMMING AND DISPOSAL UNITS AND EQUIPMENT

2. Such demonstration shall be at the mutual agreement of the Contractor(s) and Client Agency.
3. Failure of Contractor to demonstrate equipment when requested will void any obligation of the Client Agency to use equipment it has selected or specified.

15. STANDARDS:

- A. Contractors supplying services are required to comply with the current Connecticut Occupational Safety and Health Standards (OSHA), Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations.

16. ENVIRONMENTAL COMPLIANCE:

- A. Contractors shall be in compliance with the environmental regulations promulgated by the State of Connecticut, Department of Energy and Environmental Protection (DEEP) at all times.
 1. During any period that a Contractor is found to be in noncompliance, no new purchase orders will be issued.
 2. The Contractor shall comply with FORM 816, Article 1.07.16 and Client Agency's Best Management Practices, attached as Exhibit E.

17. GEOGRAPHICAL LIMITS:

- A. For purposes of pricing, the geographical limits of each District are outlined on the enclosed State map. (see Exhibit D: Maintenance Districts Map).

18. SAFETY ITEMS:

- A. All work shall comply with all applicable State and Federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- B. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

19. SECURITY:

- A. Contractor shall adhere to established security and/or property entrance policies and procedures 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 the premises.

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

CONTRACT NO.:
14PSX0011

Contract Specialist
Peter Hunter

Telephone Number
(860) 713-5257

PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
1.	<p>TREE SERVICE UNIT TYPE I: TRUCK MOUNTED CRANE, MINIMUM 90 FOOT AERIAL WITH OPERATOR, CLIMBER AND A GROUND PERSON. THE CLIMBER AND GROUND PERSON WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF THREE (3) PEOPLE.</p>	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$300.00
	BCI Inc., DBA Butler Company	\$495.00	\$495.00	\$495.00	\$495.00
	Ed The Treeman, LLC	\$350.00	\$375.00	\$345.00	\$324.00
	Lindon Tree Service, Inc.	\$270.00	\$270.00	\$370.00	\$370.00
	Nature's Trees, Inc.	\$380.00	\$380.00	\$380.00	\$380.00
	Tennett Tree Service, Inc.	\$225.00	\$225.00	\$237.00	\$237.00

STATE OF CONNECTICUT
PROCUREMENT DIVISION
EXHIBIT B

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PRICE SCHEDULE
For 14PSX0011
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
2.	TREE SERVICE UNIT TYPE IA: TRUCK MOUNTED CRANE, MINIMUM 90 FOOT AERIAL WITH OPERATOR, A BUCKET TRUCK WITH OPERATOR AND A GROUND PERSON. BUCKET TRUCK WILL BE A MINIMUM 60 FOOT HEIGHT TO THE BOTTOM OF THE BUCKET AND MINIMUM BUCKET CAPACITY OF 300 POUNDS. THE BUCKET OPERATOR AND GROUND PERSON WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF THREE (3) PEOPLE.	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$300.00
	BCI Inc., DBA Butler Company	\$545.00	\$545.00	\$545.00	\$545.00
	Ed The Treeman, LLC	\$475.00	\$475.00	\$418.00	\$418.00
	Lindon Tree Service, Inc.	\$335.00	\$335.00	\$485.00	\$485.00
	Nature's Trees, Inc.	\$405.00	\$405.00	\$405.00	\$405.00
	Tennett Tree Service, Inc.	\$250.00	\$250.00	\$375.00	\$375.00

STATE OF CONNECTICUT
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PRICE SCHEDULE
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
3.	TREE SERVICE UNIT TYPE II: BUCKET TRUCK WITH MINIMUM 50 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY OF 300 POUNDS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON. CREW WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF TWO (2) PEOPLE.	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$300.00
	Asplundh Tree Expert Company	\$101.00	\$101.00	\$101.00	\$101.00
	BCI Inc., DBA Butler Company	\$195.00	\$195.00	\$225.00	\$195.00
	Ed The Treeman, LLC	\$115.00	\$115.00	\$105.00	\$95.00
	Lindon Tree Service, Inc.	\$127.00	\$127.00	\$194.00	\$194.00
	Nature's Trees, Inc.	\$192.00	\$192.00	\$192.00	\$192.00
	Supreme Industries	\$300.00	\$300.00	\$300.00	\$300.00
	Tennett Tree Service, Inc.	\$135.00	\$135.00	\$150.00	\$150.00
	The Care Of Trees	\$181.50	\$181.50	\$170.00	\$181.50

STATE OF CONNECTICUT
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For 14PSX0011
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
3A.	ADDITIONAL WORKER	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$35.00
	Asplundh Tree Expert Company	\$35.50	\$35.50	\$35.50	\$35.50
	BCI Inc., DBA Butler Company	\$95.00	\$95.00	\$105.00	\$95.00
	Ed The Treeman, LLC	\$40.00	\$40.00	\$33.00	\$32.00
	Lindon Tree Service, Inc.	\$45.00	\$45.00	\$50.00	\$50.00
	Nature's Trees, Inc.	\$77.00	\$77.00	\$77.00	\$77.00
	Supreme Industries	\$60.00	\$60.00	\$60.00	\$60.00
	Tennett Tree Service, Inc.	\$40.00	\$40.00	\$40.00	\$40.00
	The Care Of Trees	\$66.00	\$66.00	\$70.00	\$66.00

STATE OF CONNECTICUT
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EXHIBIT B

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PRICE SCHEDULE For 14PSX0011	
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
3B.	TREE SERVICE UNIT TYPE II:	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	BUCKET TRUCK WITH A MINIMUM 70 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY OF 300 POUNDS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON. CREW WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF TWO (2) PEOPLE.				
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$125.00
	Asplundh Tree Expert Company	\$105.00	\$105.00	\$105.00	\$105.00
	BCI Inc., DBA Butler Company	\$265.00	\$265.00	\$295.00	\$265.00
	Ed The Treeman, LLC	\$145.00	\$155.00	\$140.00	\$125.00
	Lindon Tree Service, Inc.	\$145.00	\$145.00	\$210.00	\$210.00
	Nature's Trees, Inc.	\$200.00	\$200.00	\$200.00	\$200.00
	Supreme Industries	\$300.00	\$300.00	\$300.00	\$300.00
	Tennett Tree Service, Inc.	\$150.00	\$150.00	\$175.00	\$175.00
	The Care Of Trees	\$190.00	\$190.00	\$180.00	\$190.00

STATE OF CONNECTICUT
PROCUREMENT DIVISION
EXHIBIT B

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PRICE SCHEDULE
For 14PSX0011
Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
3C.	ADDITIONAL WORKER	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$35.00
	Asplundh Tree Expert Company	\$35.50	\$35.50	\$35.50	\$35.50
	BCI Inc., DBA Butler Company	\$95.00	\$95.00	\$105.00	\$95.00
	Ed The Treeman, LLC	\$40.00	\$40.00	\$33.00	\$32.00
	Lindon Tree Service, Inc.	\$45.00	\$45.00	\$50.00	\$50.00
	Nature's Trees, Inc.	\$77.00	\$77.00	\$77.00	\$77.00
	Supreme Industries	\$60.00	\$60.00	\$60.00	\$60.00
	Tennett Tree Service, Inc.	\$40.00	\$40.00	\$40.00	\$40.00
	The Care Of Trees	\$66.00	\$66.00	\$65.00	\$66.00

STATE OF CONNECTICUT
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EXHIBIT B

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<p>PRICE SCHEDULE For 14PSX0011</p> <p>Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment</p>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
4.	<p>TREE SERVICE UNIT TYPE III: BUCKET TRUCK WITH A MINIMUM 50 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY OF 300 POUNDS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON, DUMP CHIPPER BOX AND CHIPPER. THE BUCKET OPERATOR AND GROUND PERSON WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF TWO (2) PEOPLE.</p>				
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$125.00
	Asplundh Tree Expert Company	\$106.00	\$106.00	\$106.00	\$106.00
	BCI Inc., DBA Butler Company	\$199.00	\$199.00	\$229.00	\$199.00
	Ed The Treeman, LLC	\$120.00	\$120.00	\$135.00	\$100.00
	Lindon Tree Service, Inc.	\$140.00	\$140.00	\$206.00	\$206.00
	Nature's Trees, Inc.	\$192.00	\$192.00	\$192.00	\$192.00
	Supreme Industries	\$375.00	\$375.00	\$375.00	\$375.00
	Tennett Tree Service, Inc.	\$145.00	\$145.00	\$160.00	\$160.00
	The Care Of Trees	\$192.50	\$192.50	\$180.00	\$192.50

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
4A.	ADDITIONAL WORKER	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$35.00
	Asplundh Tree Expert Company	\$35.50	\$35.50	\$35.50	\$35.50
	BCI Inc., DBA Butler Company	\$95.00	\$95.00	\$105.00	\$95.00
	Ed The Treeman, LLC	\$40.00	\$40.00	\$33.00	\$32.00
	Lindon Tree Service, Inc.	\$45.00	\$45.00	\$50.00	\$50.00
	Nature's Trees, Inc.	\$77.00	\$77.00	\$77.00	\$77.00
	Supreme Industries	\$60.00	\$60.00	\$60.00	\$60.00
	Tennett Tree Service, Inc.	\$40.00	\$40.00	\$40.00	\$40.00

STATE OF CONNECTICUT
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EXHIBIT B

CONTRACT NO.:
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<p>PRICE SCHEDULE For 14PSX0011</p> <p>Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment</p>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
4B.	TREE SERVICE UNIT TYPE III: BUCKET TRUCK WITH A MINIMUM 70 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY OF 300 POUNDS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON, DUMP CHIPPER BOX AND CHIPPER. THE BUCKET OPERATOR AND GROUND PERSON WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF TWO (2) PEOPLE.				
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$150.00
	Asplundh Tree Expert Company	\$110.00	\$110.00	\$110.00	\$110.00
	BCI Inc., DBA Butler Company	\$289.00	\$289.00	\$299.00	\$289.00
	Ed The Treeman, LLC	\$155.00	\$155.00	\$155.00	\$135.00
	Lindon Tree Service, Inc.	\$165.00	\$165.00	\$230.00	\$230.00
	Nature's Trees, Inc.	\$200.00	\$200.00	\$200.00	\$200.00
	Supreme Industries	\$400.00	\$400.00	\$400.00	\$400.00
	Tennett Tree Service, Inc.	\$160.00	\$160.00	\$175.00	\$175.00

STATE OF CONNECTICUT

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CONTRACT NO.:
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PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
4C.	ADDITIONAL WORKER	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$35.00
	Asplundh Tree Expert Company	\$35.50	\$35.50	\$35.50	\$35.50
	BCI Inc., DBA Butler Company	\$95.00	\$95.00	\$105.00	\$95.00
	Ed The Treeman, LLC	\$40.00	\$40.00	\$35.00	\$32.00
	Lindon Tree Service, Inc.	\$45.00	\$45.00	\$50.00	\$50.00
	Nature's Trees, Inc.	\$77.00	\$77.00	\$77.00	\$77.00
	Supreme Industries	\$60.00	\$60.00	\$60.00	\$60.00
	Tennett Tree Service, Inc.	\$40.00	\$40.00	\$40.00	\$40.00

STATE OF CONNECTICUT
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<p>PRICE SCHEDULE For 14PSX0011</p> <p>Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment</p>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
5.	TREE SERVICE UNIT TYPE IV: DUMP CHIPPER BOX TRUCK WITH A CHIPPER. CREW WILL CONSIST OF A CLIMBER AND TWO (2) GROUND PERSONNEL. CREW WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF THREE (3) PEOPLE.				
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$170.00
	Asplundh Tree Expert Company	\$138.00	\$138.00	\$138.00	\$138.00
	BCI Inc., DBA Butler Company	\$265.00	\$265.00	\$285.00	\$265.00
	Ed The Treeman, LLC	\$210.00	\$215.00	\$210.00	\$200.00
	Lindon Tree Service, Inc.	\$180.00	\$180.00	\$245.00	\$245.00
	Nature's Trees, Inc.	\$246.00	\$246.00	\$246.00	\$246.00
	Supreme Industries	\$400.00	\$400.00	\$400.00	\$400.00
	Tennett Tree Service, Inc.	\$143.00	\$143.00	\$158.00	\$158.00
	The Care Of Trees	\$247.50	\$247.50	\$240.00	\$247.50

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
6.	BUCKET TRUCK OPERATED BY STATE FORCES: BUCKET TRUCK WITH A MINIMUM 50 FOOT HEIGHT TO BOTTOM OF BUCKET, MINIMUM BUCKET CAPACITY 300 LBS. TO BE PICKED UP AT VENDOR'S LOCATION.	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	BCI Inc., DBA Butler Company	\$275.00	\$275.00	\$275.00	\$275.00
	Ed The Treeman, LLC	\$95.00	\$95.00	\$95.00	\$95.00

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
6A.	BUCKET TRUCK OPERATED BY STATE FORCES: BUCKET TRUCK WITH A MINIMUM 70 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY 300 LBS. TO BE PICKED UP AT VENDOR'S LOCATION.	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	BCI Inc., DBA Butler Company	\$285.00	\$285.00	\$285.00	\$285.00
	Ed The Treeman, LLC	\$120.00	\$120.00	\$120.00	\$120.00

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
7.	TREE DISPOSAL UNIT: MORBARK WASTE RECYCLER OR EQUAL, MEETING THE FOLLOWING MINIMUM SPECIFICATIONS: SELF-CONTAINED RECYCLER WITH A FIFTH WHEEL PIN FOR TOWING. HOPPER IS 16 FT WITH AN 8 FT. CHIPPING DISC. POWER PLANT IS 650 HORSEPOWER DIESEL ENGINE. UNIT HAS A CONTROL CAB AND BACKHOE STYLE KNUCKLE BOOM LOADER WITH AN EXTENDED REACH OF 18 FT. 6 INCH WITH 340 DEGREE SWING. BOOM IS EQUIPPED WITH A GRAPPLE, CAPABLE OF 360 DEGREES CONTINUOUS ROTATION. UNIT IS TO BE OPERATED BY THE VENDOR.				
	NOTE: PRODUCT OUTPUT BY THIS UNIT MUST MEET THE REQUIREMENTS OF THE SECTION TITLED: PRODUCT OUTPUT - MULCH MATERIALS - WOOD CHIPS. THIS MATERIAL WILL BE USED FOR SHRUB BED MULCH AT THE STATE'S DISCRETION. THE STATE WILL TRANSPORT THE END PRODUCT FROM THE WORK SITE.				
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$268.50
	BCI Inc., DBA Butler Company	\$429.00	\$429.00	\$459.00	\$429.00
	Ed The Treeman, LLC	\$430.00	\$450.00	\$450.00	\$430.00
	Harvest New England, LLC	\$445.00	\$455.00	\$455.00	\$455.00
	Supreme Industries	\$600.00	\$600.00	\$600.00	\$600.00
	The Good Earth Tree Care	\$395.00	\$395.00	\$395.00	\$395.00
	Tri-State Forestry, Inc.	\$312.50	\$312.50	\$312.50	\$312.50
	Wood Grinding Unlimited	\$374.00	\$374.00	\$374.00	\$374.00

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
7A.	DISPOSAL OF WOOD CHIPS 1-1,000 C.Y.	PER. C.Y.	PER. C.Y.	PER. C.Y.	PER. C.Y.
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$0.00
	Asplundh Tree Expert Company	\$10.00	\$10.00	\$15.00	\$10.00
	BCI Inc., DBA Butler Company	\$3.95	\$4.95	\$5.95	\$4.95
	Ed The Treeman, LLC	\$5.00	\$5.00	\$5.00	\$3.00
	Harvest New England, LLC	\$0.00	\$2.50	\$3.00	\$2.75
	Supreme Industries	\$2.00	\$2.00	\$2.00	\$2.00
	The Good Earth Tree Care	\$5.00	\$5.00	\$5.00	\$5.00
	Wood Grinding Unlimited	\$0.00	\$0.00	\$0.00	\$0.00

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<p>PRICE SCHEDULE For 14PSX0011</p> <p>Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment</p>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
7B.	DISPOSAL OF WOOD CHIPS 1,001 – 10,000 C.Y.	PER. C.Y.	PER. C.Y.	PER. C.Y.	PER. C.Y.
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$0.00
	Asplundh Tree Expert Company	\$10.00	\$10.00	\$15.00	\$10.00
	BCI Inc., DBA Butler Company	\$3.75	\$4.75	\$5.75	\$4.75
	Ed The Treeman, LLC	\$4.00	\$4.00	\$4.00	\$3.00
	Harvest New England, LLC	\$2.25	\$3.50	\$4.00	\$3.75
	Supreme Industries	\$2.00	\$2.00	\$2.00	\$2.00
	The Good Earth Tree Care	\$5.00	\$5.00	\$5.00	\$5.00
	Wood Grinding Unlimited	\$0.00	\$0.00	\$0.00	\$0.00

STATE OF CONNECTICUT
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EXHIBIT B

CONTRACT NO.:
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Contract Specialist
Peter Hunter

Telephone Number
(860) 713-5257

PRICE SCHEDULE
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
7C.	DISPOSAL OF WOOD CHIPS 10,001 C.Y. AND OVER	PER. C.Y.	PER. C.Y.	PER. C.Y.	PER. C.Y.
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$0.00
	Asplundh Tree Expert Company	\$10.00	\$10.00	\$15.00	\$10.00
	BCI Inc., DBA Butler Company	\$3.50	\$4.50	\$5.50	\$4.50
	Ed The Treeman, LLC	\$4.00	\$4.00	\$4.00	\$3.00
	Harvest New England, LLC	\$3.25	\$4.50	\$5.00	\$4.75
	Supreme Industries	\$2.00	\$2.00	\$2.00	\$2.00
	The Good Earth Tree Care	\$5.00	\$5.00	\$5.00	\$5.00
	Wood Grinding Unlimited	\$0.00	\$0.00	\$0.00	\$0.00

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EXHIBIT B

CONTRACT NO.:
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PRICE SCHEDULE
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
8.	TREE SERVICE UNIT TYPE V: STUMPMaster MODEL 101 OR EQUAL, MEETING THE MINIMUM SPECIFICATIONS: FEED OPENING 50 INCHES BY 100 INCHES. TELESCOPING CAB HEIGHT IS 15 FEET, CRANE LOADER IS 56 INCHES, LOADER BOOM REACH IS 25 FEET WITH A 360 DEGREE TURNING RADIUS. POWER PLANT IS TO BE OPERATED BY THE VENDOR.				
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$268.50
	BCI Inc., DBA Butler Company	\$429.00	\$429.00	\$459.00	\$429.00
	Ed The Treeman, LLC	\$430.00	\$430.00	\$430.00	\$430.00
	Harvest New England, LLC	\$545.00	\$555.00	\$555.00	\$555.00
	The Good Earth Tree Care	\$325.00	\$325.00	\$325.00	\$325.00
	Tri-State Forestry, Inc.	\$312.50	\$312.50	\$312.50	\$312.50
	Wood Grinding Unlimited	\$374.00	\$374.00	\$374.00	\$374.00

STATE OF CONNECTICUT

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PRICE SCHEDULE
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
8A.	DISPOSAL OF WOOD CHIPS 1-1,000 C.Y.	PER. C.Y.	PER. C.Y.	PER. C.Y.	PER. C.Y.
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$0.00
	Asplundh Tree Expert Company	\$10.00	\$10.00	\$15.00	\$10.00
	BCI Inc., DBA Butler Company	\$3.95	\$4.95	\$5.95	\$4.95
	Ed The Treeman, LLC	\$5.00	\$5.00	\$5.00	\$3.00
	Harvest New England, LLC	\$0.00	\$2.50	\$3.00	\$2.75
	Supreme Industries	\$2.00	\$2.00	\$2.00	\$2.00
	The Good Earth Tree Care	\$5.00	\$5.00	\$5.00	\$5.00
	Wood Grinding Unlimited	\$0.00	\$0.00	\$0.00	\$0.00

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
8B.	<p>DISPOSAL OF WOOD CHIPS</p> <p>1,001 – 10,000 C.Y.</p>	PER. C.Y.	PER. C.Y.	PER. C.Y.	PER. C.Y.
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$Free
	Asplundh Tree Expert Company	\$10.00	\$10.00	\$15.00	\$10.00
	BCI Inc., DBA Butler Company	\$3.75	\$4.75	\$5.75	\$4.75
	Ed The Treeman, LLC	\$4.00	\$4.00	\$4.00	\$3.00
	Harvest New England, LLC	\$2.25	\$3.50	\$4.00	\$3.75
	Supreme Industries	\$2.00	\$2.00	\$2.00	\$2.00
	The Good Earth Tree Care	\$5.00	\$5.00	\$5.00	\$5.00
	Wood Grinding Unlimited	\$0.00	\$0.00	\$0.00	\$0.00

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
8C.	DISPOSAL OF WOOD CHIPS 10,001 C.Y. AND OVER	PER. C.Y	PER. C.Y	PER. C.Y	PER. C.Y
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$Free
	Asplundh Tree Expert Company	\$10.00	\$10.00	\$15.00	\$10.00
	BCI Inc., DBA Butler Company	\$3.50	\$4.50	\$5.50	\$4.50
	Ed The Treeman, LLC	\$4.00	\$4.00	\$4.00	\$3.00
	Harvest New England, LLC	\$3.25	\$4.50	\$5.00	\$4.75
	Supreme Industries	\$2.00	\$2.00	\$2.00	\$2.00
	The Good Earth Tree Care	\$5.00	\$5.00	\$5.00	\$5.00
	Wood Grinding Unlimited	\$0.00	\$0.00	\$0.00	\$0.00

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
9.	TREE REMOVAL UNIT: TRUCK WITH TRUCK MOUNTED GRAPPLE LOADER HAVING A MINIMUM LIFT CAPACITY OF 3500 LBS. AT A 20 FOOT RADIUS AND A DUMP BODY FOR TREE REMOVAL TO BE OPERATED BY THE DRIVER OF THE TRUCK. TOTAL CREW IS ONE (1)PERSON.				
	Asplundh Tree Expert Company	\$91.00	\$91.00	\$91.00	\$91.00
	BCI Inc., DBA Butler Company	\$199.00	\$199.00	\$229.00	\$199.00
	Ed The Treeman, LLC	\$145.00	\$145.00	\$148.00	\$145.00
	Lindon Tree Service, Inc.	\$127.00	\$127.00	\$190.00	\$190.00
	Nature's Trees, Inc.	\$116.00	\$116.00	\$116.00	\$116.00
	Supreme Industries	\$200.00	\$200.00	\$200.00	\$200.00
	Tennett Tree Service, Inc.	\$134.00	\$134.00	\$156.00	\$156.00
	The Care Of Trees	\$130.00	\$130.00	\$110.00	\$130.00

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(860) 713-5257

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
9A.	DISPOSAL OF TREE DEBRIS	PER C.Y.	PER C.Y.	PER C.Y.	PER C.Y.
	Asplundh Tree Expert Company	\$25.00	\$25.00	\$25.00	\$25.00
	BCI Inc., DBA Butler Company	\$10.00	\$12.00	\$15.00	\$12.00
	Ed The Treeman, LLC	\$10.00	\$10.00	\$10.00	\$9.50
	Lindon Tree Service, Inc.	\$12.00	\$12.00	N/A	N/A
	Nature's Trees, Inc.	\$20.00	\$20.00	\$20.00	\$20.00
	Supreme Industries	\$0.00	\$0.00	\$0.00	\$0.00
	The Care Of Trees	\$24.00	\$24.00	\$24.00	\$24.00

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
10.	TREE REMOVAL UNIT: TRUCK WITH TRUCK MOUNTED GRAPPLE LOADER HAVING A MINIMUM LIFT CAPACITY OF 3500 LBS. AT A 20 FOOT RADIUS AND A LOG BUNK FOR TREE REMOVAL TO BE OPERATED BY THE DRIVER OF THE TRUCK. TOTAL CREW IS ONE (1) PERSON.				
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$125.00
	BCI Inc., DBA Butler Company	\$199.00	\$199.00	\$229.00	\$199.00
	Ed The Treeman, LLC	\$110.00	\$120.00	\$110.00	\$105.00
	Nature's Trees, Inc.	\$116.00	\$116.00	\$116.00	\$116.00
	Supreme Industries	\$200.00	\$200.00	\$200.00	\$200.00

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(860) 713-5257

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
		PER C.Y.	PER C.Y.	PER C.Y.	PER C.Y.
10A.	DISPOSAL OF TREE DEBRIS				
	Advanced Construction & Tree Removal LLC	\$N/A	\$N/A	\$N/A	\$12.00
	BCI Inc., DBA Butler Company	\$10.00	\$12.00	\$15.00	\$12.00
	Ed The Treeman, LLC	\$10.00	\$10.00	\$10.00	\$9.50
	Nature's Trees, Inc.	\$20.00	\$20.00	\$20.00	\$20.00
	Supreme Industries	\$0.00	\$0.00	\$0.00	\$0.00

STATE OF CONNECTICUT

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4	
1. EQUIP.	TREE SERVICE UNIT TYPE I: TRUCK MOUNTED CRANE, MINIMUM 90 FOOT AERIAL WITH OPERATOR, CLIMBER AND A GROUND PERSON. THE CLIMBER AND GROUND PERSON WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF THREE (3) PEOPLE.					
	Advanced Construction & Tree Removal LLC	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Lindon Tree Service, Inc.	Nature's Trees, Inc.	Tennett Tree Service, Inc.
	Truck Mfg: Grove Model: TMS 800 E GVW: 83,633.4 Ton Year: 2008	Truck Mfg: Sterling Model: 8500 GVW: 66,000 lbs. Year: 2001	Truck Mfg: Sterling Model: LT9500 GVW: 60,000 Year: 2005	Truck Mfg: Ford Model: L8000 GVW: 44,000 Year: 1990	Truck Mfg: Sterling Model: National GVW: 60,000 Year: 2013	Truck Mfg: Sterling Model: LT7 GVW: 53800 Year: 2004
	Crane Mfg: Grove Model: 80 Ton Aerial Height: 232 Feet	Crane Mfg: Simon Ro Model: 4729 Aerial Height: 144 Feet	Crane Mfg: Altec Model: AL-127-35 Aerial Height: 127' 160' w/Jib	Crane Mfg: Skyhook Model: SSP100 Aerial Height: 100'	Crane Mfg: National Model: 14127 Aerial Height: 157'	Crane Mfg: National Model: 9103A Aerial Height: 103'

STATE OF CONNECTICUT

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4		
2.	<p>TREE SERVICE UNIT TYPE IA: TRUCK MOUNTED CRANE, MINIMUM 90 FOOT AERIAL WITH OPERATOR, A BUCKET TRUCK WITH OPERATOR AND A GROUND PERSON. BUCKET TRUCK WILL BE A MINIMUM 60 FOOT HEIGHT TO THE BOTTOM OF THE BUCKET AND MINIMUM BUCKET CAPACITY OF 300 POUNDS. THE BUCKET OPERATOR AND GROUND PERSON WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF THREE (3) PEOPLE.</p>						
EQUIPT							
		Advanced Construction & Tree Removal LLC	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Lindon Tree Service, Inc.	Nature's Trees, Inc.	Tennett Tree Service, Inc.
		Truck Mfg: N/A	Truck Mfg: Sterling	Truck Mfg: Sterling	Truck Mfg: Ford	Truck Mfg: Sterling	Truck Mfg: Sterling
		Model: N/A	Model: 8500	Model: LT9500	Model: L8000	Model: National	Model: LT7
		GVW: N/A	GVW: 66,000 lbs.	GVW: 60,000	GVW: 44,000	GVW: 60,000	GVW: 53800
		Year: N/A	Year: 2001	Year: 2005	Year: 1990	Year: 2013	Year: 2004
		Crane Mfg: N/A	Crane Mfg: Simon Ro	Crane Mfg: Altec	Crane Mfg: Skyhook	Crane Mfg: National	Crane Mfg: National
		Model: N/A	Model: 4729	Model: AL-127-35	Model: SSP100	Model: 14127	Model: 9103A
		Aerial Height: N/A	Aerial Height: 144 Feet	Aerial Height: 127' 160' w/Jib	Aerial Height: 100'	Aerial Height: 157'	Aerial Height: 103'
		Truck Mfg: GMC	Truck Mfg: Ford, Ford	Truck Mfg: International	Truck Mfg: International	Truck Mfg: Ford	Truck Mfg: Ford
		Model: C7500	Model: F700, F800	Model: DT 466	Model: 4900	Model: F750	Model: F750
		GVW: 33,000	GVW: 33,000 lbs.	GVW: 26,000	GVW: 33,000	GVW: 26,000	GVW: 33000
		Year: 2002	Year: 1993, 1999	Year: 2011 or newer	Year: 2001	Year: 2007	Year: 2013
		Boom Mfg: XT	Boom Mfg: Holden, Altec	Boom Mfg: Terex	Boom Mfg: Aerial Lift	Boom Mfg: Aerial Lift	Boom Mfg: Terex
		Model: High Ranger	Model: 829, LR IV	Model: XT55	Model: ALE-75	Model: AL-62	Model: XT60/70
		Min. Bucket Height: 75	Min. Bucket Height: 60 ft.	Min. Bucket Height: 60'	Min. Bucket Height: 75'	Min. Bucket Height: 62 Ft.	Min. Bucket Height: 75'
	Bucket Capacity: 350	Bucket Capacity: 350 lbs.	Bucket Capacity: 350 lbs	Bucket Capacity: 300 lbs.	Bucket Capacity: 300 lbs.	Bucket Capacity: 300 lbs.	

STATE OF CONNECTICUT

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EXHIBIT B

CONTRACT NO.:
14PSX0011

Contract Specialist
Peter Hunter

Telephone Number
(860) 713-5257

<p>PRICE SCHEDULE For 14PSX0011</p> <p>Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment</p>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
3.	TREE SERVICE UNIT TYPE II: BUCKET TRUCK WITH MINIMUM 50 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY OF 300 POUNDS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON. CREW WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF TWO (2) PEOPLE.				
	Advanced Construction & Tree Removal LLC	Asplundh Tree Expert Company	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Lindon Tree Service, Inc.
	Truck Mfg: N/A	Truck Mfg: Freightliner	Truck Mfg: Ford	Truck Mfg: International	Truck Mfg: International
	Model: N/A	Model: Truck	Model: F700	Model: DT466 4400	Model: 4900
	GVW: N/A	GVW: 33,000 lbs.	GVW: 33,000	GVW: 29,500	GVW: 33,000
	Year: N/A	Year: 2011	Year: 1993	Year: 2011 or Newer	Year: 2001
	Boom Mfg: N/A	Boom Mfg: Altec	Boom Mfg: Holan	Boom Mfg: Terex	Boom Mfg: Aerial Lift
	Model: N/A	Model: LRV	Model: 829	Model: High Ranger XT55	Model: AL-50
	Min. Bucket Height: N/A	Min. Bucket Height: 55 ft.	Min. Bucket Height: 60'	Min. Bucket Height: 60'	Min. Bucket Height: 50 Ft.
	Bucket Capacity: N/A	Bucket Capacity: 350 lbs.	Bucket Capacity: 350 lbs	Bucket Capacity: 300 lbs.	Bucket Capacity: 300 lbs.
	Truck Mfg: GMC	Truck Mfg: GMC	Truck Mfg: Ford	Truck Mfg:	Truck Mfg: International
	Model: C7500	Model: C7500	Model: F800	Model:	Model: 4900
	GVW: 33,000	GVW: 33,000	GVW: 33,000	GVW:	GVW: 33,000
	Year: 2002	Year: 2008	Year: 1999	Year:	Year: 2000
	Boom Mfg: XT	Boom Mfg: Altec	Boom Mfg: Altec	Boom Mfg:	Boom Mfg: Aerial Lift
	Model: 60/70 High Ranger	Model: LRV	Model: LRIV	Model:	Model: AL-55
	Min. Bucket Height: 75	Min. Bucket Height: 55 ft.	Min. Bucket Height: 60'	Min. Bucket Height:	Min. Bucket Height: 55 Ft.
	Bucket Capacity: 350	Bucket Capacity: 350 lbs.	Bucket Capacity: 350 lbs	Bucket Capacity:	Bucket Capacity: 300 lbs.

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4	
3. EQUIP CONT.						

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3.B EQUIP	<p>BUCKET TRUCK WITH A MINIMUM 70 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY OF 300 POUNDS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON. CREW WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF TWO (2) PEOPLE.</p>					
	Advanced Construction & Tree Removal LLC	Asplundh Tree Expert Company	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Lindon Tree Service, Inc.	Nature's Trees, Inc.
	Truck Mfg: GMC Model: C7500 GVW: 33,000 Year: 2002	Truck Mfg: Freightliner Model: Truck GVW: 33,000 lbs. Year: 2011	Truck Mfg: Ford Model: F800 GVW: 33,000 Year: 1999	Truck Mfg: International Model: DT466 4400 GVW: 33,000 Year: 2013	Truck Mfg: International Model: 4900 GVW: 38,000 Year: 2001	Truck Mfg: Freightliner Model: M2-106 GVW: 33,000 lbs. Year: 2014
	Boom Mfg: XT Model: 60/70 High Ranger	Boom Mfg: Altec Model: LRV 60/70	Boom Mfg: Altec Model: LRIV	Boom Mfg: Terex Model: High Ranger Scissor Lift	Boom Mfg: Aerial Lift Model: ALF-75	Boom Mfg: Altec Model: LR7 60 E70
	Min. Bucket Height: 75 Bucket Capacity: 350	Min. Bucket Height: 70 ft. Bucket Capacity: 300 lbs.	Min. Bucket Height: 70' Bucket Capacity: 300 lbs	Min. Bucket Height: 75' Bucket Capacity: 350 lbs.	Min. Bucket Height: 75 Ft. Bucket Capacity: 300 lbs.	Min. Bucket Height: 75 Bucket Capacity: 400
	Truck Mfg: N/A Model: N/A GVW: N/A Year: N/A	Truck Mfg: Ford Model: F750 GVW: 33,000 Year: 2012	Truck Mfg: N/A Model: N/A GVW: N/A Year: N/A	Truck Mfg: N/A Model: N/A GVW: N/A Year: N/A	Truck Mfg: Freightliner Model: M2106 GVW: 29,500 lbs. Year: 2011	Truck Mfg: N/A Model: N/A GVW: N/A Year: N/A
	Boom Mfg: N/A Model: N/A	Boom Mfg: Altec Model: LRV 60/70	Boom Mfg: N/A Model: N/A	Boom Mfg: N/A Model: N/A	Boom Mfg: Terex Model: XT 60/70	Boom Mfg: N/A Model: N/A
	Min. Bucket Height: N/A Bucket Capacity: N/A	Min. Bucket Height: 70 ft. Bucket Capacity: 300 lbs.	Min. Bucket Height: N/A Bucket Capacity: N/A	Min. Bucket Height: N/A Bucket Capacity: N/A	Min. Bucket Height: 70 ft. Bucket Capacity: 300 lbs.	Min. Bucket Height: N/A Bucket Capacity: N/A

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4																																																			
3B. EQUIP CONT.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Supreme Industries</td> <td>Tennett Tree Service, Inc.</td> <td>The Care Of Trees</td> </tr> <tr> <td>Truck Mfg: Freightliner</td> <td>Truck Mfg: Ford</td> <td>Truck Mfg: Ford</td> </tr> <tr> <td>Model: M2106</td> <td>Model: F750</td> <td>Model: F750</td> </tr> <tr> <td>GVW: 29,500 lbs.</td> <td>GVW: 33,000</td> <td>GVW: 33,000 lbs.</td> </tr> <tr> <td>Year: 2011</td> <td>Year: 2013</td> <td>Year: 1999</td> </tr> <tr> <td>Boom Mfg: Aerial Lift of CT</td> <td>Boom Mfg: Terex</td> <td>Boom Mfg: Lift All</td> </tr> <tr> <td>Model:</td> <td>Model: XT 60/70</td> <td>Model: LAN 65</td> </tr> <tr> <td>Min. Bucket Height: 70 ft.</td> <td>Min. Bucket Height: 75'</td> <td>Min. Bucket Height: 70 ft.</td> </tr> <tr> <td>Bucket Capacity: 300 lbs.</td> <td>Bucket Capacity: 300 lbs.</td> <td>Bucket Capacity: 300 lbs.</td> </tr> <tr> <td>Truck Mfg: N/A</td> <td>Truck Mfg: N/A</td> <td>Truck Mfg: International</td> </tr> <tr> <td>Model: N/A</td> <td>Model: N/A</td> <td>Model: 4400</td> </tr> <tr> <td>GVW: N/A</td> <td>GVW: N/A</td> <td>GVW: 33,000 lbs.</td> </tr> <tr> <td>Year: N/A</td> <td>Year: N/A</td> <td>Year: 2007</td> </tr> <tr> <td>Boom Mfg: N/A</td> <td>Boom Mfg: N/A</td> <td>Boom Mfg: Altec</td> </tr> <tr> <td>Model: N/A</td> <td>Model: N/A</td> <td>Model: LRV- 60 E70</td> </tr> <tr> <td>Min. Bucket Height: N/A</td> <td>Min. Bucket Height: N/A</td> <td>Min. Bucket Height: 70 ft.</td> </tr> <tr> <td>Bucket Capacity: N/A</td> <td>Bucket Capacity: N/A</td> <td>Bucket Capacity: 300 lbs.</td> </tr> </table>	Supreme Industries	Tennett Tree Service, Inc.	The Care Of Trees	Truck Mfg: Freightliner	Truck Mfg: Ford	Truck Mfg: Ford	Model: M2106	Model: F750	Model: F750	GVW: 29,500 lbs.	GVW: 33,000	GVW: 33,000 lbs.	Year: 2011	Year: 2013	Year: 1999	Boom Mfg: Aerial Lift of CT	Boom Mfg: Terex	Boom Mfg: Lift All	Model:	Model: XT 60/70	Model: LAN 65	Min. Bucket Height: 70 ft.	Min. Bucket Height: 75'	Min. Bucket Height: 70 ft.	Bucket Capacity: 300 lbs.	Bucket Capacity: 300 lbs.	Bucket Capacity: 300 lbs.	Truck Mfg: N/A	Truck Mfg: N/A	Truck Mfg: International	Model: N/A	Model: N/A	Model: 4400	GVW: N/A	GVW: N/A	GVW: 33,000 lbs.	Year: N/A	Year: N/A	Year: 2007	Boom Mfg: N/A	Boom Mfg: N/A	Boom Mfg: Altec	Model: N/A	Model: N/A	Model: LRV- 60 E70	Min. Bucket Height: N/A	Min. Bucket Height: N/A	Min. Bucket Height: 70 ft.	Bucket Capacity: N/A	Bucket Capacity: N/A	Bucket Capacity: 300 lbs.				
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STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

CONTRACT NO.:
14PSX0011

Contract Specialist
Peter Hunter

Telephone Number
(860) 713-5257

PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

Page 32 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
4.	TREE SERVICE UNIT TYPE III: BUCKET TRUCK WITH A MINIMUM 50 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY OF 300 POUNDS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON, DUMP CHIPPER BOX AND CHIPPER. THE BUCKET OPERATOR AND GROUND PERSON WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF TWO (2) PEOPLE.				
	Advanced Construction & Tree Removal LLC	Asplundh Tree Expert Company	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Lindon Tree Service, Inc.
	Truck Mfg: GMC	Truck Mfg: Freightliner	Truck Mfg: Ford	Truck Mfg: International	Truck Mfg: International
	Model: C7500	Model: Truck	Model: F700	Model: DT466 4400	Model: 4900
	GVW: 33,000	GVW: 33,000 lbs.	GVW: 33,000	GVW: 26,000	GVW: 33,000
	Year: 2002	Year: 2011	Year: 1993	Year: 2011 or Newer	Year: 2000
	Boom Mfg: XT	Boom Mfg: Altec	Boom Mfg: Holan	Boom Mfg: Terex	Boom Mfg: Aerial Lift
	Model: 60/70 High Ranger	Model: LRV	Model: 829	Model: High Ranger XT55	Model: AL-55
	Min. Bucket Height: 75	Min. Bucket Height: 55 ft.	Min. Bucket Height: 60'	Min. Bucket Height: 60'	Min. Bucket Height: 55 Ft.
	Bucket Capacity: 350	Bucket Capacity: 350 lbs.	Bucket Capacity: 300 lbs	Bucket Capacity: 350 lbs.	Bucket Capacity: 300 lbs.
	Truck Mfg: N/A	Truck Mfg: GMC	Truck Mfg: Ford	Truck Mfg: N/A	Truck Mfg: International
	Model: N/A	Model: C7500	Model: F800	Model: N/A	Model: 4900
	GVW: N/A	GVW: 33,000	GVW: 33,000	GVW: N/A	GVW: 33,000
	Year: N/A	Year: 2008	Year: 1999	Year: N/A	Year: 1998
	Boom Mfg: N/A	Boom Mfg: Altec	Boom Mfg: Altec	Boom Mfg: N/A	Boom Mfg: Aerial Lift
	Model: N/A	Model: LRV	Model: LRIV	Model: N/A	Model: AL-55
	Min. Bucket Height: N/A	Min. Bucket Height: 55 ft.	Min. Bucket Height: 60	Min. Bucket Height: N/A	Min. Bucket Height: 55 Ft.
	Bucket Capacity: N/A	Bucket Capacity: 350 lbs.	Bucket Capacity: 300 lbs.	Bucket Capacity: N/A	Bucket Capacity: 300 lbs.

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

CONTRACT NO.:
14PSX0011

Contract Specialist
Peter Hunter

Telephone Number
(860) 713-5257

PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

Page 33 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
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STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

CONTRACT NO.:
14PSX0011

Contract Specialist
Peter Hunter

Telephone Number
(860) 713-5257

PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

Page 34 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4	
4.B EQUIP	TREE SERVICE UNIT TYPE III: BUCKET TRUCK WITH A MINIMUM 70 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY OF 300 POUNDS. CREW WILL CONSIST OF A BUCKET OPERATOR AND A GROUND PERSON, DUMP CHIPPER BOX AND CHIPPER. THE BUCKET OPERATOR AND GROUND PERSON WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF TWO (2) PEOPLE.					
	Advanced Construction & Tree Removal LLC	Asplundh Tree Expert Company	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Lindon Tree Service, Inc.	Nature's Trees, Inc.
	Truck Mfg: GMC Model: C7500 GVW: 33,000 Year: 2002	Truck Mfg: Freightliner Model: Truck GVW: 33,000 lbs. Year: 2011	Truck Mfg: Ford Model: F800 GVW: 33,000 Year: 1999	Truck Mfg: International Model: DT466 4400 GVW: 33,000 Year: 2013	Truck Mfg: Freightliner Model: M2106 GVW: 35,000 lbs. Year: 2011	Truck Mfg: Freightliner Model: M2-106 GVW: 33,000 lbs. Year: 2014
	Boom Mfg: XT Model: 60/70 High Ranger Min. Bucket Height: 75 Bucket Capacity: 350	Boom Mfg: Altec Model: LRV 60/70 Min. Bucket Height: 70 ft. Bucket Capacity: 300 lbs.	Boom Mfg: Altec Model: LRIV Min. Bucket Height: 70 Bucket Capacity: 300 lbs.	Boom Mfg: Terex Model: High Ranger Scissor Lift Min. Bucket Height: 75' Bucket Capacity: 350 lbs.	Boom Mfg: Terex Model: 60/70 Min. Bucket Height: 70 Bucket Capacity: 300	Boom Mfg: Altec Model: LR7 60 E70 Min. Bucket Height: 75 ft. Bucket Capacity: 400 lbs.
	Truck Mfg: N/A Model: N/A GVW: N/A Year: N/A	Truck Mfg: Ford Model: F750 GVW: 33,000 Year: 2012	Truck Mfg: Model: GVW: Year:	Truck Mfg: Model: GVW: Year:	Truck Mfg: Freightliner Model: M2106 GVW: 35,000 lbs. Year: 2011	Truck Mfg: Model: GVW: Year:
	Boom Mfg: N/A Model: N/A Min. Bucket Height: N/A Bucket Capacity: N/A	Boom Mfg: Altec Model: LRV 60/70 Min. Bucket Height: 70 ft. Bucket Capacity: 300 lbs.	Boom Mfg: Model: Min. Bucket Height: Bucket Capacity:	Boom Mfg: Model: Min. Bucket Height: Bucket Capacity:	Boom Mfg: Terex Model: 60/70 Min. Bucket Height: 70 Bucket Capacity: 300	Boom Mfg: Model: Min. Bucket Height: Bucket Capacity:

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

CONTRACT NO.:
14PSX0011

Contract Specialist
Peter Hunter

Telephone Number
(860) 713-5257

PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

Page 35 OF 46

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STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

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Telephone Number
(860) 713-5257

PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

Page 36 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
5.	TREE SERVICE UNIT TYPE IV: DUMP CHIPPER BOX TRUCK WITH A CHIPPER. CREW WILL CONSIST OF A CLIMBER AND TWO (2) GROUND PERSONNEL. CREW WILL BE REQUIRED TO HAVE AND OPERATE CHAIN SAWS, ROPES, RIGGING AND ALL RELATED EQUIPMENT FOR TREE REMOVAL. TOTAL CREW OF THREE (3) PEOPLE.				
	Advanced Construction & Tree Removal LLC	Asplundh Tree Expert Company	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Lindon Tree Service, Inc.
	Truck Mfg: International	Truck Mfg: GMC	Truck Mfg: Ford	Truck Mfg: Ford	Truck Mfg: International
	Model: 4900	Model: C7500	Model: F800/F800	Model: F550	Model: 4000 Series
	GVW: 33,000	GVW: 28,000	GVW: 48,000/33,000	GVW: 19,500	GVW: 25,5000
	Year: 2000	Year: 2008	Year: 1996/1996	Year: 2012	Year: 2005
	Chipper Mfg: Morbark	Chipper Mfg: Vermeer	Chipper Mfg: Vermeer/Bandit	Chipper Mfg: Brush Bandit	Chipper Mfg: Brush Bandit
	Model: 2400, 20 inch Cap, 250hp	Model: BC1000	Model: 1800/280	Model: 150	Model: XP250
	Truck Mfg: N/A	Truck Mfg: N/A	Truck Mfg: International	Truck Mfg: N/A	Truck Mfg: International
	Model: N/A	Model: N/A	Model: 4200	Model: N/A	Model: 4000 Series
	GVW: N/A	GVW: N/A	GVW: 26,000	GVW: N/A	GVW: 25,5000
	Year: N/A	Year: N/A	Year: 2005	Year: N/A	Year: 2005
	Chipper Mfg: N/A	Chipper Mfg: N/A	Chipper Mfg: Vermeer/Bandit	Chipper Mfg: N/A	Chipper Mfg: Brush Bandit
	Model: N/A	Model: N/A	Model: 1800/1890	Model: N/A	Model: 254

STATE OF CONNECTICUT

PROCUREMENT DIVISION

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Page 37 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
5. EQUIP CONT.					

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

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PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

Page 38 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
6.	BUCKET TRUCK OPERATED BY STATE FORCES:				
EQUIP	BUCKET TRUCK WITH A MINIMUM 50 FOOT HEIGHT TO BOTTOM OF BUCKET, MINIMUM BUCKET CAPACITY 300 LBS. TO BE PICKED UP AT VENDOR'S LOCATION.				
	BCI Inc., DBA Butler Company	Ed The Treeman, LLC			
	Location of Units: Windsor	Location of Units: Prospect			
	Truck Mfg: Ford	Truck Mfg: International			
	Model: F800	Model: DT466 4400			
	GVW: 33,000 lbs.	GVW: 26,000			
	Year: 1993 (multiple units available)	Year: 2011			
	Boom Mfg: Holan	Boom Mfg: Terex			
	Model: 829	Model: XT 55 High Ranger			
	Min. Bucket Height: 60 ft.	Min. Bucket Height: 60'			
	Bucket Capacity: 350 lbs.	Bucket Capacity: 350 lbs.			
	Truck Mfg: N/A	Truck Mfg: N/A			
	Model: N/A	Model: N/A			
	GVW: N/A	GVW: N/A			
	Year: N/A	Year: N/A			
	Boom Mfg: N/A	Boom Mfg: N/A			
	Model: N/A	Model: N/A			
	Min. Bucket Height: N/A	Min. Bucket Height: N/A			
	Bucket Capacity: N/A	Bucket Capacity: N/A			

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

CONTRACT NO.:
14PSX0011

Contract Specialist
Peter Hunter

Telephone Number
(860) 713-5257

PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

Page 39 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4																																				
6.A. EQUIP	<p>BUCKET TRUCK OPERATED BY STATE FORCES: BUCKET TRUCK WITH A MINIMUM 70 FOOT HEIGHT TO BOTTOM OF BUCKET AND A MINIMUM BUCKET CAPACITY 300 LBS. TO BE PICKED UP AT VENDOR'S LOCATION.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">BCI Inc., DBA Butler Company</td> <td style="width: 50%;">Ed The Treeman, LLC</td> </tr> <tr> <td>Location of Units: Windsor</td> <td>Location of Units: Prospect</td> </tr> <tr> <td>Truck Mfg: Ford</td> <td>Truck Mfg: International</td> </tr> <tr> <td>Model: F800</td> <td>Model: DT466 4400</td> </tr> <tr> <td>GVW: 33,000 lbs.</td> <td>GVW:37,000</td> </tr> <tr> <td>Year: 1999 (multiple units available)</td> <td>Year: 2006</td> </tr> <tr> <td>Boom Mfg: Altec</td> <td>Boom Mfg: Terex</td> </tr> <tr> <td>Model: LRIV</td> <td>Model: Scissor Lift High Ranger</td> </tr> <tr> <td>Min. Bucket Height: 70 ft.</td> <td>Min. Bucket Height: 75'</td> </tr> <tr> <td>Bucket Capacity: 300 lbs.</td> <td>Bucket Capacity: 350 lbs.</td> </tr> <tr> <td>Truck Mfg: N/A</td> <td>Truck Mfg: N/A</td> </tr> <tr> <td>Model: N/A</td> <td>Model: N/A</td> </tr> <tr> <td>GVW: N/A</td> <td>GVW: N/A</td> </tr> <tr> <td>Year: N/A</td> <td>Year: N/A</td> </tr> <tr> <td>Boom Mfg: N/A</td> <td>Boom Mfg: N/A</td> </tr> <tr> <td>Model: N/A</td> <td>Model: N/A</td> </tr> <tr> <td>Min. Bucket Height: N/A</td> <td>Min. Bucket Height: N/A</td> </tr> <tr> <td>Bucket Capacity: N/A</td> <td>Bucket Capacity: N/A</td> </tr> </table>	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Location of Units: Windsor	Location of Units: Prospect	Truck Mfg: Ford	Truck Mfg: International	Model: F800	Model: DT466 4400	GVW: 33,000 lbs.	GVW:37,000	Year: 1999 (multiple units available)	Year: 2006	Boom Mfg: Altec	Boom Mfg: Terex	Model: LRIV	Model: Scissor Lift High Ranger	Min. Bucket Height: 70 ft.	Min. Bucket Height: 75'	Bucket Capacity: 300 lbs.	Bucket Capacity: 350 lbs.	Truck Mfg: N/A	Truck Mfg: N/A	Model: N/A	Model: N/A	GVW: N/A	GVW: N/A	Year: N/A	Year: N/A	Boom Mfg: N/A	Boom Mfg: N/A	Model: N/A	Model: N/A	Min. Bucket Height: N/A	Min. Bucket Height: N/A	Bucket Capacity: N/A	Bucket Capacity: N/A				
BCI Inc., DBA Butler Company	Ed The Treeman, LLC																																								
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STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

CONTRACT NO.:
14PSX0011

Contract Specialist
Peter Hunter

Telephone Number
(860) 713-5257

PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
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7.	<p>TREE DISPOSAL UNIT: MORBARK WASTE RECYCLER OR EQUAL, MEETING THE FOLLOWING MINIMUM SPECIFICATIONS: SELF-CONTAINED RECYCLER WITH A FIFTH WHEEL PIN FOR TOWING. HOPPER IS 16 FT WITH AN 8 FT. CHIPPING DISC. POWER PLANT IS 650 HORSEPOWER DIESEL ENGINE. UNIT HAS A CONTROL CAB AND BACKHOE STYLE KNUCKLE BOOM LOADER WITH AN EXTENDED REACH OF 18 FT. 6 INCH WITH 340 DEGREE SWING. BOOM IS EQUIPPED WITH A GRAPPLE, CAPABLE OF 360 DEGREES CONTINUOUS ROTATION. UNIT IS TO BE OPERATED BY THE VENDOR.</p>				
	<p>NOTE: PRODUCT OUTPUT BY THIS UNIT MUST MEET THE REQUIREMENTS OF THE SECTION TITLED: PRODUCT OUTPUT - MULCH MATERIALS - WOOD CHIPS. THIS MATERIAL WILL BE USED FOR SHRUB BED MULCH AT THE STATE'S DISCRETION. THE STATE WILL TRANSPORT THE END PRODUCT FROM THE WORK SITE.</p>				

Advanced Construction & Tree Removal LLC	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Harvest New England, LLC	Supreme Industries
Unit Mfg: Morbark	Unit Mfg: Morbark/ Bandit Beast	Unit Mfg: Morbark	Unit Mfg: Morbark	Unit Mfg: CBI
Model: 1100	Model: 1300A/3680	Model: 1300	Model: 1300	Model: 6800
Hps: 650	Hps: 1000/800	Hps: 875	Hps: 860	Hps: 2000
Year:	Year: 2005/2008	Year: 2005	Year: 2013/2002	Year: 2012
Hopper Length:	Hopper Length: 16'/20'	Hopper Length: 13'	Hopper Length: 13'	Hopper Length: 16'
Chipping Disc Width:	Chipping Disc Width: 66"/60"	Chipping Disc Width: 31x64"	Chipping Disc Width: 64"	Chipping Disc Width: 48"
Boom Length: 29	Boom Length: 29'/NA	Boom Length: 29'	Boom Length: 29'	Boom Length: Additional Machine
Output Cap. Hourly:	Output Cap. Hourly: Up To 400 CY/Hour	Output Cap. Hourly: 125	Output Cap. Hourly: 40-65 Tons	Output Cap. Hourly: 300 cf

STATE OF CONNECTICUT

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
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7. EQUIP CONT.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">The Good Earth Tree Care, Inc.</td> <td style="width: 33%;">Tri-State Forestry, Inc.</td> <td style="width: 33%;">Wood Grinding Unlimited</td> </tr> <tr> <td>Unit Mfg: 1. Morbark</td> <td>Unit Mfg: Morbark</td> <td>Unit Mfg: Morbark</td> </tr> <tr> <td>Model: 5600</td> <td>Model: 1200 Tub Grinder</td> <td>Model: 1300</td> </tr> <tr> <td>Hps:</td> <td>Hps: 650</td> <td>Hps: 1000</td> </tr> <tr> <td>Year: 2000</td> <td>Year: 2000</td> <td>Year: 2006</td> </tr> <tr> <td>Hopper Length:</td> <td>Hopper Length: Equal</td> <td>Hopper Length: 13'</td> </tr> <tr> <td>Chipping Disc Width:</td> <td>Chipping Disc Width: Equal</td> <td>Chipping Disc Width: 13'</td> </tr> <tr> <td>Boom Length:</td> <td>Boom Length: Equal</td> <td>Boom Length: 24'</td> </tr> <tr> <td>Output Cap. Hourly:</td> <td>Output Cap. Hourly: Meets requirements</td> <td>Output Cap. Hourly: 200 yds.</td> </tr> </table>	The Good Earth Tree Care, Inc.	Tri-State Forestry, Inc.	Wood Grinding Unlimited	Unit Mfg: 1. Morbark	Unit Mfg: Morbark	Unit Mfg: Morbark	Model: 5600	Model: 1200 Tub Grinder	Model: 1300	Hps:	Hps: 650	Hps: 1000	Year: 2000	Year: 2000	Year: 2006	Hopper Length:	Hopper Length: Equal	Hopper Length: 13'	Chipping Disc Width:	Chipping Disc Width: Equal	Chipping Disc Width: 13'	Boom Length:	Boom Length: Equal	Boom Length: 24'	Output Cap. Hourly:	Output Cap. Hourly: Meets requirements	Output Cap. Hourly: 200 yds.			
The Good Earth Tree Care, Inc.	Tri-State Forestry, Inc.	Wood Grinding Unlimited																													
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STATE OF CONNECTICUT

PROCUREMENT DIVISION

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(860) 713-5257

PRICE SCHEDULE
For 14PSX0011

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Page 42 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4																																				
8. EQUIP	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Advanced Construction & Tree Removal LLC</td> <td>BCI Inc., DBA Butler Company</td> <td>Ed The Treeman, LLC</td> <td>Harvest New England, LLC</td> </tr> <tr> <td>Unit Mfg: Morbark</td> <td>Unit Mfg: Morbark/ Bandit Beast</td> <td>Unit Mfg: Morbark</td> <td>Unit Mfg: Morbark (incl. supporting equipment)</td> </tr> <tr> <td>Model: 1100</td> <td>Model: 1300A/3680</td> <td>Model: 27</td> <td>Model: 6600</td> </tr> <tr> <td>Hps: 650</td> <td>Hps: 1000/800</td> <td>Hps: 690</td> <td>Hps: 1000</td> </tr> <tr> <td>Year:</td> <td>Year: 2005/2008</td> <td>Year: 1984</td> <td>Year: 2006/2003</td> </tr> <tr> <td>Feed Opening:</td> <td>Feed Opening: 16'/20'</td> <td>Feed Opening: 27"</td> <td>Feed Opening: 16'</td> </tr> <tr> <td>Crane Loader:</td> <td>Crane Loader: 66"/60"</td> <td>Crane Loader: Yes</td> <td>Crane Loader:</td> </tr> <tr> <td>Boom Length: 29'</td> <td>Boom Length: 29'/NA</td> <td>Boom Length: 29'</td> <td>Boom Length:</td> </tr> <tr> <td>Output Cap. Hourly: Varies</td> <td>Output Cap. Hourly: Up to 400 cy</td> <td>Output Cap. Hourly: 300</td> <td>Output Cap. Hourly: 40-65</td> </tr> </table>	Advanced Construction & Tree Removal LLC	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Harvest New England, LLC	Unit Mfg: Morbark	Unit Mfg: Morbark/ Bandit Beast	Unit Mfg: Morbark	Unit Mfg: Morbark (incl. supporting equipment)	Model: 1100	Model: 1300A/3680	Model: 27	Model: 6600	Hps: 650	Hps: 1000/800	Hps: 690	Hps: 1000	Year:	Year: 2005/2008	Year: 1984	Year: 2006/2003	Feed Opening:	Feed Opening: 16'/20'	Feed Opening: 27"	Feed Opening: 16'	Crane Loader:	Crane Loader: 66"/60"	Crane Loader: Yes	Crane Loader:	Boom Length: 29'	Boom Length: 29'/NA	Boom Length: 29'	Boom Length:	Output Cap. Hourly: Varies	Output Cap. Hourly: Up to 400 cy	Output Cap. Hourly: 300	Output Cap. Hourly: 40-65				
Advanced Construction & Tree Removal LLC	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Harvest New England, LLC																																						
Unit Mfg: Morbark	Unit Mfg: Morbark/ Bandit Beast	Unit Mfg: Morbark	Unit Mfg: Morbark (incl. supporting equipment)																																						
Model: 1100	Model: 1300A/3680	Model: 27	Model: 6600																																						
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Year:	Year: 2005/2008	Year: 1984	Year: 2006/2003																																						
Feed Opening:	Feed Opening: 16'/20'	Feed Opening: 27"	Feed Opening: 16'																																						
Crane Loader:	Crane Loader: 66"/60"	Crane Loader: Yes	Crane Loader:																																						
Boom Length: 29'	Boom Length: 29'/NA	Boom Length: 29'	Boom Length:																																						
Output Cap. Hourly: Varies	Output Cap. Hourly: Up to 400 cy	Output Cap. Hourly: 300	Output Cap. Hourly: 40-65																																						

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

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Contract Specialist
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PRICE SCHEDULE
For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

Page 43 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4																											
8. EQUIP CONT.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>The Good Earth Tree Care, Inc.</td> <td>Tri-State Forestry, Inc.</td> <td>Wood Grinding Unlimited</td> </tr> <tr> <td>Unit Mfg: Bandit</td> <td>Unit Mfg: Morbark</td> <td>Unit Mfg: CMI</td> </tr> <tr> <td>Model: Beast 3680</td> <td>Model: 1200 Tub Grinder</td> <td>Model: Mega 1000</td> </tr> <tr> <td>Hps: 500</td> <td>Hps: 650</td> <td>Hps: 1000</td> </tr> <tr> <td>Year: 1998</td> <td>Year: 2000</td> <td>Year: 1998</td> </tr> <tr> <td>Feed Opening:</td> <td>Feed Opening: Equal</td> <td>Feed Opening: 5'</td> </tr> <tr> <td>Crane Loader:</td> <td>Crane Loader: Equal</td> <td>Crane Loader:</td> </tr> <tr> <td>Boom Length:</td> <td>Boom Length: Equal</td> <td>Boom Length:</td> </tr> <tr> <td>Output Cap. Hourly:</td> <td>Output Cap. Hourly: Equal</td> <td>Output Cap. Hourly: 200 yds</td> </tr> </table>	The Good Earth Tree Care, Inc.	Tri-State Forestry, Inc.	Wood Grinding Unlimited	Unit Mfg: Bandit	Unit Mfg: Morbark	Unit Mfg: CMI	Model: Beast 3680	Model: 1200 Tub Grinder	Model: Mega 1000	Hps: 500	Hps: 650	Hps: 1000	Year: 1998	Year: 2000	Year: 1998	Feed Opening:	Feed Opening: Equal	Feed Opening: 5'	Crane Loader:	Crane Loader: Equal	Crane Loader:	Boom Length:	Boom Length: Equal	Boom Length:	Output Cap. Hourly:	Output Cap. Hourly: Equal	Output Cap. Hourly: 200 yds				
The Good Earth Tree Care, Inc.	Tri-State Forestry, Inc.	Wood Grinding Unlimited																														
Unit Mfg: Bandit	Unit Mfg: Morbark	Unit Mfg: CMI																														
Model: Beast 3680	Model: 1200 Tub Grinder	Model: Mega 1000																														
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Year: 1998	Year: 2000	Year: 1998																														
Feed Opening:	Feed Opening: Equal	Feed Opening: 5'																														
Crane Loader:	Crane Loader: Equal	Crane Loader:																														
Boom Length:	Boom Length: Equal	Boom Length:																														
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STATE OF CONNECTICUT

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For 14PSX0011

Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
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9.	TREE REMOVAL UNIT:				
EQUIP	TRUCK WITH TRUCK MOUNTED GRAPPLE LOADER HAVING A MINIMUM LIFT CAPACITY OF 3500 LBS. AT A 20 FOOT RADIUS AND A DUMP BODY FOR TREE REMOVAL TO BE OPERATED BY THE DRIVER OF THE TRUCK. TOTAL CREW IS ONE (1) PERSON.				
	Asplundh Tree Expert Company	BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Lindon Tree Service, Inc.	Nature's Trees, Inc.
	Truck Mfg: Sterling	Truck Mfg: International/International./Mack	Truck Mfg: Sterling	Truck Mfg: International	Truck Mfg: Ford
	Model: Log Truck	Model: S1900/4400/DM600	Model: Accterra	Model: 7400	Model: F750
	GVW: 57708	GVW: 54,000/33,000/73,500	GVW: 60,000	GVW: 53,000	GVW: 52,500
	Year: 2007	Year: 1984/2006/1996	Year: 2005	Year: 2005	Year: 2010
	Loader Mfg.: Prentice	Loader Mfg.: Stetco/Pacmac/Fass I	Loader Mfg.: Cargotec	Loader Mfg.: Hiab-Log Lift	Loader Mfg.: Petersen Industries
	Model: 2124	Model: 20/KB20/A	Model: Z265	Model: 65ZT	Model: Lightning Loader
	Lift Capacity (lbs.): 6500	Lift Capacity (lbs.): 35,000/35,000/45,000	Lift Capacity (lbs.): 6800	Lift Capacity (lbs.): 8,000	Lift Capacity (lbs.): 5,400
	Radius: 22'	Radius: 20'/20'/35'	Radius: 32'	Radius: 360	Radius: 20'
	Body Size (C.Y.): 36	Body Size (C.Y.): 50/50/50	Body Size (C.Y.): 50	Body Size (C.Y.): 18	Body Size (C.Y.): 18

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

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Telephone Number
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Rental of Tree Removal, Tree Trimming and Disposal Units and Equipment

Page 45 OF 46

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4																														
9. EQUIP CONT.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Supreme Industries</td> <td>Tennett Tree Service, Inc.</td> <td>The Care Of Trees</td> </tr> <tr> <td>Truck Mfg: International</td> <td>Truck Mfg: International</td> <td>Truck Mfg: International</td> </tr> <tr> <td>Model: Variety</td> <td>Model: 4000</td> <td>Model: 4300</td> </tr> <tr> <td>GVW: 80,000</td> <td>GVW: 56000</td> <td>GVW: 33,000</td> </tr> <tr> <td>Year: Various</td> <td>Year: 1998</td> <td>Year: 2007</td> </tr> <tr> <td>Loader Mfg.: Rototech</td> <td>Loader Mfg.: Prentice</td> <td>Loader Mfg.: Effer</td> </tr> <tr> <td>Model: Elite 120</td> <td>Model: 120C</td> <td>Model: 1202S</td> </tr> <tr> <td>Lift Capacity (lbs.): 4000</td> <td>Lift Capacity (lbs.): 3921</td> <td>Lift Capacity (lbs.): 5000</td> </tr> <tr> <td>Radius: 20</td> <td>Radius: 20'</td> <td>Radius: 360</td> </tr> <tr> <td>Body Size (C.Y.): 30</td> <td>Body Size (C.Y.): 20</td> <td>Body Size (C.Y.): 20</td> </tr> </table>	Supreme Industries	Tennett Tree Service, Inc.	The Care Of Trees	Truck Mfg: International	Truck Mfg: International	Truck Mfg: International	Model: Variety	Model: 4000	Model: 4300	GVW: 80,000	GVW: 56000	GVW: 33,000	Year: Various	Year: 1998	Year: 2007	Loader Mfg.: Rototech	Loader Mfg.: Prentice	Loader Mfg.: Effer	Model: Elite 120	Model: 120C	Model: 1202S	Lift Capacity (lbs.): 4000	Lift Capacity (lbs.): 3921	Lift Capacity (lbs.): 5000	Radius: 20	Radius: 20'	Radius: 360	Body Size (C.Y.): 30	Body Size (C.Y.): 20	Body Size (C.Y.): 20				
Supreme Industries	Tennett Tree Service, Inc.	The Care Of Trees																																	
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	DIST. 1	DIST. 2	DIST. 3	DIST. 4
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10. EQUIP	<p>TREE REMOVAL UNIT: TRUCK WITH TRUCK MOUNTED GRAPPLE LOADER HAVING A MINIMUM LIFT CAPACITY OF 3500 LBS. AT A 20 FOOT RADIUS AND A LOG BUNK FOR TREE REMOVAL TO BE OPERATED BY THE DRIVER OF THE TRUCK. TOTAL CREW IS ONE (1) PERSON.</p>				
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BCI Inc., DBA Butler Company	Ed The Treeman, LLC	Nature's Trees, Inc.	Supreme Industries
Truck Mfg: International/International./Mack	Truck Mfg: International	Truck Mfg: Ford	Truck Mfg: Kenworth
Model: S1900/4400/DM600	Model: DT466 4400	Model: F750	Model: T800
GVW: 54,000/33,000/73,500	GVW: 33,000	GVW: 52,500	GVW: 80,000
Year: 1984/2006/1996	Year: 2009	Year: 2010	Year: Various
Loader Mfg.: Stetco/Pacmac/Fass I	Loader Mfg.: Cargotec	Loader Mfg.: Petersen Industries	Loader Mfg.: Prattice
Model: 20/KB20/A	Model: Z65	Model: Lightning Loader	Model: 120
Lift Capacity (lbs.): 35,000/35,000/45,000	Lift Capacity (lbs.): 4200	Lift Capacity (lbs.): 5,400	Lift Capacity (lbs.): 4,000
Radius: 20'/20'/35'	Radius: 22'	Radius: 20'	Radius: 20'
Body Size (C.Y.): 50/50/50	Body Size (C.Y.): 20	Body Size (C.Y.): 18	Body Size (C.Y.): 3



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**BEST
MANAGEMENT
PRACTICES**

BEST MANAGEMENT PRACTICES FOR THE PROTECTION OF THE ENVIRONMENT

The following items are specifically designed for use by the Connecticut Department of Transportation (ConnDOT) during construction and maintenance projects. Any of these items may be superseded by specific permits from the Connecticut Department of Energy and Environmental Protection (DEEP). Any design changes requiring a variance from these items due to construction methods must be submitted to the DOT for review and transmitted to DEEP for approval if necessary. The definitions of "Engineer" and "Contractor" are found on page two of the current "Standard Specifications for Roads, Bridges, and Incidental Construction" (Standard Specification Form) and refer the DOT personnel and hired contractors. All construction and maintenance activities shall be consistent with related DOT administrative memorandums concerning procedures and responsibilities for the control of erosion and sedimentation.

Construction and maintenance operations shall conform to the following general conditions:

1. No construction shall proceed until erosion and sedimentation control plans, prepared by the Contractor, have been submitted in writing and approved by the Engineer, and such controls have been installed as the Engineer directs. Such plans shall be consistent with the Connecticut Council on Soil & Water Conservation document "Connecticut Guidelines for Soil Erosion and Sediment Control" as revised which is available from the Connecticut Department of Energy and Environmental Protection, and with the Department document "On Site Mitigation for Construction Activities" as revised.
2. Refueling of equipment or machinery within 25 feet of any wetland or watercourse shall be allowed only with the approval of the Engineer.
3. No construction shall proceed until a written proposal of method to prevent construction debris, paint, spent blast materials, or other materials from entering the wetland or watercourse has been submitted by the Contractor to the Engineer and approved by the Engineer, and such methods have been implemented as the Engineer directs. These materials shall be collected and disposed of in an environmentally safe manner in accordance with all applicable Federal and State laws and regulations. The Engineer may order the Contractor to cease such activity temporarily if, in the judgement of the Engineer, wind or storm conditions threaten to cause the deposits of material into a waterway.
4. No materials resulting from construction activities shall be placed in or allowed to contribute to the degradation of an adjacent wetland or watercourse. Disposal of any material shall be in accordance with Connecticut General Statutes, including, but not limited to, Sections 22a-207 through 22a-209.
5. Fording streams with equipment shall be prohibited, except where approved by the Engineer. Such equipment travel shall be minimized. Where frequent equipment travel on stream banks and beds is necessary, washed stone shall be placed to minimize erosion, scour, and turbidity, provided no significant grade change will be required for any haul road or temporary structure placed in wetlands or watercourses in accordance with provisions established under Section 1.10.02.

**BEST MANAGEMENT PRACTICES
FOR THE PROTECTION OF THE ENVIRONMENT**

6. All off-site disposal locations for material and debris resulting from the progress of the Project shall be submitted in writing to the Engineer who shall determine whether or not they are acceptable. The Contractor shall ensure that these locations are outside of designated wetlands or watercourses, unless otherwise approved by local, state, or federal agencies with jurisdiction over the matter.
7. A construction sequencing plan and a water handling plan including a contingency plan for flood events shall be submitted in writing to the Engineer and approved by the Engineer prior to the commencement of any construction in a waterway. Water shall be kept deep enough in the channel to allow for the passage of fish and continuous flow of the watercourse as required by the Engineer.
8. When dewatering is necessary, pumps shall not discharge directly into the wetland or watercourse. Prior to dewatering, the Contractor must submit to the Engineer a written proposal for specific methods and devices to be used, and obtain the Engineer's approval of such methods and devices to be used for dewatering activities, including, but not limited to, pumping the water into a temporary sedimentation bowl, providing surge protection at the inlet and outlet of pumps, or floating the intake of the pump, or other methods to minimize and retain the suspended solids. If the Engineer determines that the pumping operation is causing turbidity problems, said operation shall cease until such time as a means of controlling turbidity is submitted by the Contractor, approved by the Engineer and implemented by the Contractor.
9. Work within or adjacent to watercourses shall be conducted during periods of low flow, whenever possible. The Engineer shall remain aware of flow conditions during the conduct of such work, and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation or turbidity. The contractor shall make every effort to secure the work site before predicted major storms. A major storm shall be defined as a storm predicted by NOAA Weather Service with warnings of flooding, severe thunderstorms, or similarly severe weather conditions or effects.
10. All temporary fill shall be stabilized during use to prevent erosion and shall be suitably contained to prevent sediment or other particulate matter from re-entering a wetland or watercourse. All areas affected by temporary fills must be restored to their original contours or as directed by the Engineer, and re-vegetated. The area extent of temporary fill or excavation shall be confined to that area necessary to perform the work, as approved by the Engineer.
11. Seeding is to be accomplished within 7 days of the Contractor's reaching an appropriate grading increment as determined by the Engineer. If the Engineer anticipates and notifies the Contractor, or if the Contractor intends, that a grading operation will be suspended for a period of 30 or more consecutive days, the Contractor shall, within the first 7 days of that suspension period, accomplish seeding, or take such other appropriate measures to stabilize the soil as may be required by the Engineer.
12. Dumping of oil, chemicals or other deleterious materials on the ground is forbidden. The Contractor shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, or other deleterious material. All spills of such materials shall be reported immediately by the Contractor to the DEEP.

**BEST MANAGEMENT PRACTICES
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13. No application of herbicides or pesticides within 25 feet of any wetland or watercourse will be allowed. All such applications must be done by a Connecticut licensed applicator. The Contractor shall submit to the Engineer the proposed applicator's name and license number, and must receive the Engineer's approval of the proposed applicator, before such application is carried out.

14. During spawning seasons, as defined in the Contract, discharges and construction activities in spawning areas of State Waters shall be restricted so as not to disturb or inhibit aquatic species which are indigenous to the waters.

If the Contractor wants to make changes in construction operations or scheduling which would affect the use of or necessity for any pollution controls, before beginning to implement those changes it must submit a written proposal detailing them to the Engineer, and must receive the Engineer's approval of those changes. As part of its submission the Contractor must submit a plan showing what erosion and sedimentation controls above and beyond those called for in the plans and specifications would be necessitated by the changes it proposes to make in the sequence or nature of Project construction activities and related operations.

The Contractor shall inspect temporary and permanent erosion and sedimentation controls immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall maintain all erosion and sedimentation control devices in a functional condition in accordance with the document "Connecticut Guidelines for Soil Erosion and Sediment Control" as revised, and the Department's document "On Site Mitigation for Construction Activities" as revised. In the event the Contractor fails to maintain such devices in accordance with such documents, and the Contractor does not correct those failures within 24 hours after receipt of written notice of such failures from the Engineer, the Department may proceed with its own or other forces to remedy specified failure and the cost thereof will be deducted from monies due the Contractor under the Contract or under any other State contract.

Contract # **14PSX0011**

Instructions for using this contract:

This is a multiple award contract. DAS recommends that contractor selection for purchase orders consider the lowest qualifying responsible solution. However, client agencies are responsible for selecting contractors based on their independent business need that may incorporate scope of work, geographic location, supplier diversity goals and/or contractor availability.