

CONTRACT SUPPLEMENT
SP-37 - Rev. 11/14/19
Prev. Rev. 10/24/19

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

18PSX0187

Contract Award Date:

5 October 2018

Bid Due Date:

21 September 2018

SUPPLEMENT DATE:

26 December 2019

CONTRACT AWARD SUPPLEMENT #4

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

DESCRIPTION: Attenuation Parts and Sand Barrels

FOR: Department of Transportation, All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations	TERM OF CONTRACT: October 5, 2018 through September 30, 2023
AGENCY REQUISITION NUMBER: 0000130870, 0000135482, 0000147826	

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

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.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

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: **Warning Lights & Scaffolding Service, Inc.**

Company Address: **16 Hamden Park Drive, Hamden CT 06517**

Contact Person: **Janet Maturo**

Tel. No.: **203 287-1443**

Company/Contact Person Email Address: warninglights@comcast.net

Contact Person Address: **Same as Above**

Remittance Address: **n/a**

Company Web Site: **n/a**

Delivery: **4 days ARO**

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **2% 00 Net 10,**

Agrees to Supply Political SubDivisions: **Yes**

Net 45 days

Note: Supplement #4 has been issued to Contract Award 18PSX0187 to add above Contractor and pricing resulting from Supplemental ITB #19PSX00269 effective the date of this supplement. Refer to Exhibit B, marked "Supplement #4" when utilizing this Contract. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **JANET DELGRECO OLSON**

Title: Contract Specialist

Date: December 26, 2019

CONTRACT #19PSX0269

(to be rolled into Contract Award 18PSX0187 when awarded)

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Warning Lights & Scaffolding Services, Inc.

Awarded Contractor

SAND BARRELS (SUPPLEMENTAL BID)

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Janet DelGreco Olson, 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, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: The Connecticut Department of Transportation ("ConnDOT") and any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity

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

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A, Exhibit A – Attachment 1 and Exhibit A – Attachment 2.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A, Exhibit A – Attachment 1 and Exhibit A – Attachment 2.
- (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, Exhibit A – Attachment 1 and Exhibit A – Attachment 2.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

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2. Term of Contract; Contract Extension. The Contract will be in effect from December 17, 2019 through September 30, 2023. 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, Exhibit A – Attachment 1 and Exhibit A – Attachment 2. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as “Perform” and the “Performance.”
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing:
 - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE (“ACH”). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
 - (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
 - (d) Price Adjustments:

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

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requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the

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State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A, Exhibit A – Attachment 1 and Exhibit A Attachment B 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

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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 form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

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

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11. **Breach.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. **Waiver.**
 - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. **Open Market Purchases.** Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.
14. **Purchase Orders.**
 - (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
 - (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

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- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

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

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

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

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

17. Contractor Guaranties. Contractor shall:

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

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

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

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20. Delivery.

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

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

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

23. **Setoff.** In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other

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agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft,

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- forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
 - (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
 - (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
 - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
 - (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
 - (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
 - (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
 - (q) they owe no unemployment compensation contributions;

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- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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

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- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after

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

30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b)

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

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

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

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provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

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- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

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Attention: Janet DelGreco Olson

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) **Owner's and Contractor's Protective Liability:** The Contractor shall purchase Owner's and Contractor's Protective Liability Insurance for an in the name of the State of Connecticut. This insurance will provide a total limit of \$1,000,000 per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$2,000,000 for all damages arising out of "bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
- (b) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (c) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
- (h) Reserved

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

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

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
43. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the

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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) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

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47. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
- (c) Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide DAS with any additional reports as DAS may request from time to time within ten (10) days following receipt of DAS' written request. Timely submission of these reports is a material requirement of the Contract. All Title and propriety rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, DAS shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this section.

48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any

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FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

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

51. Cross-Default.

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

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State

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Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

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

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Reserved.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Reserved.

59. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

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- (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.
60. Antitrust.
Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
61. Reserved.

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
1		Big Sandy Sand Barrels Traffix Devices					
1a		Base Support	48247P		ea.	<u>\$114.50</u>	WARNING LIGHTS
1b		200 Barrel	48247S		ea.	<u>\$114.50</u>	WARNING LIGHTS
1c		400 lbs. Barrel	48247S		ea.	<u>\$114.50</u>	WARNING LIGHTS
1d		700 lbs. Barrel	48247S		ea.	<u>\$114.50</u>	WARNING LIGHTS
1.1d		200, 400, or 700 lbs. Complete Unit	48247S		ea.	<u>\$235.00</u>	WARNING LIGHTS
1e		1400 lbs.	48140		ea.	<u>\$189.60</u>	WARNING LIGHTS
1.1e		1400 lbs. Complete Set	48140		ea.	<u>\$219.00</u>	WARNING LIGHTS
1f		2100 lbs.	48210		ea.	<u>\$189.60</u>	WARNING LIGHTS
1.1f		2100 lbs. Complete Set	48210		ea.	<u>\$228.00</u>	WARNING LIGHTS
1g		200, 400, or 700 Lbs. Lid			ea.	<u>\$55.00</u>	WARNING LIGHTS
1h		1400 lbs. Lid			ea.	<u>\$55.00</u>	WARNING LIGHTS
1i		2100 lbs. Lid			ea.	<u>\$55.00</u>	WARNING LIGHTS
1j		Lifting Ring	48000-LR		ea.	<u>\$1,395.00</u>	WARNING LIGHTS
1k		200, 400, or 700 lbs. Reflector (R,L or M)			ea.	<u>\$69.00</u>	WARNING LIGHTS
1l		1400 lbs. Reflector (R,L or M)			ea.	<u>\$69.00</u>	WARNING LIGHTS
1m		2100 lbs. Reflector (R, L or M)			ea.	<u>\$69.00</u>	WARNING LIGHTS
1n		% off Big Sandy items not listed above			%	<u>0%</u>	WARNING LIGHTS

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
2		CrashGard Sand Barrels Plastic Safety Systems, Inc.					
2a		Sand Barrel			ea.	<u>\$223.00</u>	WARNING LIGHTS
2b		Sand Barrel Lid			ea.	<u>\$59.50</u>	WARNING LIGHTS
2c		Sand Barrel Insert			ea.	<u>\$59.50</u>	WARNING LIGHTS
2d		Sand Barrel Lifting Hoist			ea.	<u>\$2,295.00</u>	WARNING LIGHTS
2e		Top Ring Reflector (R,L or M)			ea.	<u>\$69.50</u>	WARNING LIGHTS
2f		Middle Ring Reflector (R,L or M)			ea.	<u>\$69.50</u>	WARNING LIGHTS
2g		Bottom Ring Reflector (R,L or M)			ea.	<u>\$69.50</u>	WARNING LIGHTS
2h		Complete Unit			ea.	<u>\$283.00</u>	WARNING LIGHTS
2i		% off CrashGard items not listed above			%	<u>0%</u>	WARNING LIGHTS
3		Energite III System Sand Barrels Energy Absorption System					
3a		200 lbs. Barrel	640		ea.	<u>\$199.00</u>	TRANSPO
3b		400 lbs. Barrel	640		ea.	<u>\$199.00</u>	TRANSPO
3c		700 lbs. Barrel	640		ea.	<u>\$199.00</u>	TRANSPO
3d		1400 lbs. Barrel	640		ea.	<u>\$199.00</u>	TRANSPO
3e		2100 lbs. Barrel	960		ea.	<u>\$203.00</u>	TRANSPO
3f		Sand Barrel Lid			ea.	<u>\$26.00</u>	TRANSPO
3g		Sand Barrel Cone	90/180		ea.	<u>\$26.00</u>	TRANSPO
3h		Sand Barrel Cone	320		ea.	<u>\$26.00</u>	TRANSPO
3i		Sand Barrel Lifting Hoist			ea.	<u>\$395.00</u>	TRANSPO
3j		200, 400, 700, 1400 lbs. Barrel Reflector (R,L or M)			ea.	<u>NO AWARD</u>	
3k		2100 lbs. Barrel Reflector (R,L or M)			ea.	<u>NO AWARD</u>	
3l		% off Energite items not listed above			%	<u>2%</u>	TRANSPO

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
4		Slotted Rail Terminal SRT-27 (3 panels, CR,SYT POSTS) Trinity Highway					
4a		Complete System (All Parts)		SS 446	ea.	<u>\$2,668.20</u>	ELDERLEE
4b		12/6"/FLG Protector	7G	SS 446	ea.	<u>\$61.00</u>	ELDERLEE
4c		12/12'6/6'3/S (Guardrail)	9G	SS 446	ea.	<u>\$184.50</u>	ELDERLEE
4d		12/12'6/S SRT-1 (Guardrail)	30G	SS 446	ea.	<u>\$515.00</u>	ELDERLEE
4e		12/12'6/S SRT-2 (Guardrail)	39G	SS 446	ea.	<u>\$515.00</u>	ELDERLEE
4f		Cable Anchor Bracket	700A	SS 446	ea.	<u>\$122.75</u>	ELDERLEE
4g		12/Buffer/Rolled (Terminal)	907G	SS 446	ea.	<u>\$105.00</u>	ELDERLEE
4h		3/4 x 6'-6" Cable	105310G	SS 446	ea.	<u>\$403.00</u>	ELDERLEE
4i		King Block 4"x7 1/2" x 14"	6777B	SS 446	ea.	<u>\$31.60</u>	ELDERLEE
4j		5/16" Washer	3240G	SS 446	ea.	<u>\$6.00</u>	ELDERLEE
4k		5/16" Hex Nut	3245G	SS 446	ea.	<u>\$6.00</u>	ELDERLEE
4l		5/8" Washer	3300G	SS 446	ea.	<u>\$8.00</u>	ELDERLEE
4m		5/8" Hex HGR Nut	3340G	SS 446	ea.	<u>\$2.30</u>	ELDERLEE
4n		5/8" Dia. x 1 1/4" HGR Splice Bolt	3360G	SS 446	ea.	<u>\$2.50</u>	ELDERLEE
4o		5/8" Dia. x 1 1/2" Hex HD Bolt	3380G	SS 446	ea.	<u>\$4.10</u>	ELDERLEE
4p		5/8" Dia. x 2" HGR Post Bolt	3400G	SS 446	ea.	<u>\$5.00</u>	ELDERLEE
4q		5/8" Dia. x 1 3/4" Hex Bolt (A325)	3391G	SS 446	ea.	<u>NO AWARD</u>	
4r		1" Washer	3360	SS 446	ea.	<u>\$4.90</u>	ELDERLEE
4s		1" Hex Nut	3391	SS 446	ea.	<u>\$11.40</u>	ELDERLEE
4t		5/16" Dia. x 1 3/4" Hex Bolt	3500	SS 446	ea.	<u>\$8.00</u>	ELDERLEE
4u		5/8" Dia. x 10" HGR Post Bolt	3701	SS 446	ea.	<u>\$11.40</u>	ELDERLEE
4v		7/16" Flat Washer	3704	SS 446	ea.	<u>\$6.00</u>	ELDERLEE
4w		7/16" Dia. x 1 1/2" Hex HD Bolt	3717	SS 446	ea.	<u>\$2.90</u>	ELDERLEE
4x		7/16" Lock Washer	3908	SS 446	ea.	<u>\$6.00</u>	ELDERLEE
4y		7/16" Hex Nut	4372	SS 446	ea.	<u>\$2.70</u>	ELDERLEE
4z		Slot Guard Bracket	9960G	SS 446	ea.	<u>\$121.40</u>	ELDERLEE
4aa		6"-0" SYT Post (W6x8.5)	14578G	SS 446	ea.	<u>\$177.50</u>	ELDERLEE
4bb		Cable Anchor Bracket	33909G	SS 446	ea.	<u>\$60.60</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
4		Slotted Rail Terminal SRT-27 (3 panels, CR,SYT POSTS) Trinity Highway					
4cc		SRT/CRP/SYTP Strut 3 x 3 x 1/4 x 6'-9"	34050G	SS 446	ea.	<u>\$195.50</u>	ELDERLEE
4dd		CR Post 1 Bot (W6 x 15)	34052A	SS 446	ea.	<u>\$795.00</u>	ELDERLEE
4ee		CR Post 1 Top (W6 x 8.5)	34056A	SS 446	%	<u>\$615.00</u>	ELDERLEE
4ff		Post Shelf Angle	34054G	SS 446	%	<u>\$615.00</u>	ELDERLEE
4gg		% off SRT-27 items not listed above		SS 446	%	<u>0%</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
5		Slotted Rail Terminal SRT-350 (12.5, 8 POST) Trinity Highway					
5a		Complete System (All Parts)		SS 444	ea.	<u>\$3,275.00</u>	ELDERLEE
5b		12/12'6/6'3/S Guardrail	9G	SS 444	ea.	<u>\$184.50</u>	ELDERLEE
5c		12/12'6/6'3/S SRT-1 Guardrail	30G	SS 444	ea.	<u>\$515.00</u>	ELDERLEE
5d		12/12'6/S SRT-2 Guardrail	39G	SS 444	ea.	<u>\$515.00</u>	ELDERLEE
5e		CABLE ANCHOR BRACKET	700A	SS 444	ea.	<u>\$122.75</u>	ELDERLEE
5f		2" Dia. x 5 1/2" Pipe	705G	SS 444	ea.	<u>\$60.60</u>	ELDERLEE
5g		6' 0 Tube Sleeve	742G	SS 444	ea.	<u>\$382.00</u>	ELDERLEE
5h		5/8 x 6 x 8 Bearing Plate	775G	SS 444	ea.	<u>\$73.00</u>	ELDERLEE
5i		12/ BUFFER/ROLLED (TERMINAL)	907G	SS 444	ea.	<u>\$105.00</u>	ELDERLEE
5j		3/4 x 6'6 Cable	3000G	SS 444	ea.	<u>\$305.00</u>	ELDERLEE
5k		5/8" WASHER	3300G	SS 444	ea.	<u>\$8.00</u>	ELDERLEE
5l		5/8" HEX NUT	3340G	SS 444	ea.	<u>\$2.30</u>	ELDERLEE
5m		5/8" DIA. x 1 1/4" SPLICE BOLT	3360G	SS 444	ea.	<u>\$2.50</u>	ELDERLEE
5n		5/8" DIA. x 1 1/2" HEX HEAD BOLT	3380G	SS 444	ea.	<u>\$4.10</u>	ELDERLEE
5o		5/8" DIA. x 9 1/2" HEX HEAD BOLT	3497G	SS 444	ea.	<u>\$11.50</u>	ELDERLEE
5p		5/8" DIA. x 10" POST BOLT	3500G	SS 444	ea.	<u>\$11.40</u>	ELDERLEE
5q		5/8" DIA. x 18" POST BOLT	3580G	SS 444	ea.	<u>\$23.90</u>	ELDERLEE
5r		1" WASHER	3900G	SS 444	ea.	<u>\$4.90</u>	ELDERLEE
5s		1" HEX NUT	3910G	SS 444	ea.	<u>\$11.40</u>	ELDERLEE
5t		6' 0 Post 6 x 8	4063B	SS 444	ea.	<u>\$147.85</u>	ELDERLEE
5u		14" BLOCK 6 x 8	4075B	SS 444	ea.	<u>\$45.00</u>	ELDERLEE
5v		3' 9 Post 5 1/2 x 7 1/2	6058B	SS 444	ea.	<u>\$242.00</u>	ELDERLEE
5w		16d Nail SRT	5968G	SS 444	ea.	<u>\$8.00</u>	ELDERLEE
5x		Strut Assembly	9852A	SS 444	ea.	<u>\$407.25</u>	ELDERLEE
5y		SLOT GUARD	9960G	SS 444	ea.	<u>\$122.35</u>	ELDERLEE
5z		3/8" x 3" x 4" PLATE WASHER	9961G	SS 444	ea.	<u>\$40.30</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
5		<p align="center">Slotted Rail Terminal SRT-350 (12.5, 8 POST) Trinity Highway</p>					
5aa		SRT-350 Reflector (R or L)			ea.	<u>\$55.00</u>	ELDERLEE
5bb		% off SRT-350 items not listed above		SS 444	%	<u>0%</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
6		FLEAT-SP Terminal TL-3 Standard Post System Road Systems					
6a		Complete System (All Parts)		FLT-SP-37	ea.	<u>\$2,850.00</u>	ELDERLEE
6b		FLEAT Impact Head	FS3000	FLT-SP-37	ea.	<u>\$1,250.00</u>	ELDERLEE
6c		FLEAT Anchor Rail 12'-6"	SF1303	FLT-SP-37	ea.	<u>\$315.00</u>	ELDERLEE
6d		W-Beam Guard Rail 12'-6"	G1203	FLT-SP-37	ea.	<u>\$185.00</u>	ELDERLEE
6e		First Post Top (6 x 6 x 1/8" Tube)	TPHP1A	FLT-SP-37	ea.	<u>\$240.00</u>	ELDERLEE
6f		First Post Bottom (6' W6 x15)	TPHP1B	FLT-SP-37	ea.	<u>\$425.00</u>	ELDERLEE
6g		Universal Hinge Post # 2 Upper	UHP-2A	FLT-SP-37	ea.	<u>\$175.50</u>	ELDERLEE
6h		Hinge Post Lower	HP-B	FLT-SP-37	ea.	<u>\$198.25</u>	ELDERLEE
6i		Steel Line Post (6' W6x9)	P621	FLT-SP-37	ea.	<u>\$95.50</u>	ELDERLEE
6j		Bearing Plate	E750	FLT-SP-37	ea.	<u>\$61.00</u>	ELDERLEE
6k		Cable Anchor Box	S760	FLT-SP-37	ea.	<u>\$162.00</u>	ELDERLEE
6l		BCT Cable Anchor Assembly	E770	FLT-SP-37	ea.	<u>\$222.00</u>	ELDERLEE
6m		Recycled Plastic Block or Equiv.	CBSP-14	FLT-SP-37	ea.	<u>\$30.50</u>	ELDERLEE
6n		5/16 x 1 Hex Bolt GRD 5	B5160104A	FLT-SP-37	ea.	<u>\$8.00</u>	ELDERLEE
6o		5/16 Washer	W0516	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6p		5/16 Hex Nut	N0516	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6q		5/8 x 1 1/4 Splice Bolt	B580122	FLT-SP-37	ea.	<u>\$2.50</u>	ELDERLEE
6r		5/8 x 9 Hex Bolt GRD 5	B580904A	FLT-SP-37	ea.	<u>\$18.00</u>	ELDERLEE
6s		5/8 x 10 H.G.R. Bolt	B581002	FLT-SP-37	ea.	<u>\$16.00</u>	ELDERLEE
6t		5/8 Washer	W050	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6u		5/8 H.G. R. Nut	N050	FLT-SP-37	ea.	<u>\$2.50</u>	ELDERLEE
6v		5/8 Nut	N055	FLT-SP-37	ea.	<u>\$2.65</u>	ELDERLEE
6w		3/4 X 8 1/2 Hex Bolt GRD A449	B340854A	FLT-SP-37	ea.	<u>\$25.00</u>	ELDERLEE
6x		3/4 Hex Nut	N030	FLT-SP-37	ea.	<u>\$10.00</u>	ELDERLEE
6y		1" Anchor Cable Hex Nut	N100	FLT-SP-37	ea.	<u>\$12.00</u>	ELDERLEE
6z		1" Anchor Cable Washer	W100	FLT-SP-37	ea.	<u>\$4.90</u>	ELDERLEE
6aa		1/2 RSI Shoulder Bolt W/Washer	SB12A	FLT-SP-37	ea.	<u>\$320.00</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
6		FLEAT-SP Terminal TL-3 Standard Post System Road Systems					
6bb		1/2 Structural Nut	N012A	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6cc		1/2 Structural Washer	W012A	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6dd		Bearing Plate Retainer Tie	CT-100ST	FLT-SP-37	ea.	<u>\$35.00</u>	ELDERLEE
6ee		FLEAT-350 Reflector (R or L)			ea.	<u>\$70.00</u>	ELDERLEE
6ff		% off FLEAT-SP items not listed above		FLT-SP-37	%	<u>0%</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
7		SoftStop Terminal (8" Block) MASH TL-3 Trinity Highway					
7a		Complete System (All Parts)		SS 646	ea.	<u>\$3,150.00</u>	ELDERLEE
7b		12/12'6/3'1.5/S	11	SS 646	ea.	<u>\$184.50</u>	ELDERLEE
7c		6'0 Post - W6 x 8.5	533	SS 646	ea.	<u>\$112.00</u>	ELDERLEE
7d		King Block 4" x 7 1/2" x 1' -2"	6777	SS 646	ea.	<u>\$31.70</u>	ELDERLEE
7e		6'0 SYT PST/8.5/31" GR HT	15000	SS 646	ea.	<u>\$177.80</u>	ELDERLEE
7f		SFST-Anchor G. Rail 12'-6"	15200	SS 646	ea.	<u>\$395.00</u>	ELDERLEE
7g		SFST -Anchor Angle	15201	SS 646	ea.	<u>\$75.70</u>	ELDERLEE
7h		SFST - Angle Strut	15202	SS 646	ea.	<u>\$154.40</u>	ELDERLEE
7i		SFST -Post No. 1 SYTP	15203	SS 646	ea.	<u>\$154.90</u>	ELDERLEE
7j		SFST -Anchor Paddle	15204	SS 646	ea.	<u>\$228.00</u>	ELDERLEE
7k		SFST -Post #0	15205	SS 646	ea.	<u>\$766.50</u>	ELDERLEE
7l		SFST -Plate Washer	15206	SS 646	ea.	<u>\$60.75</u>	ELDERLEE
7m		SFST -Keeper Plate	15207	SS 646	ea.	<u>\$60.00</u>	ELDERLEE
7n		SFST -Impact Head	15208	SS 646	ea.	<u>\$1,865.00</u>	ELDERLEE
7o		5/16" Round Washer Wide	3240	SS 646	ea.	<u>\$6.00</u>	ELDERLEE
7p		5/16" Hex Nut	3245	SS 646	ea.	<u>\$18.00</u>	ELDERLEE
7q		5/8" GR Hex Nut	3340	SS 646	ea.	<u>\$23.00</u>	ELDERLEE
7r		5/8" x 1.25" GR Bolt	3360	SS 646	ea.	<u>\$25.00</u>	ELDERLEE
7s		5/8" x 1.75" Hex Bolt A325	3391	SS 646	ea.	<u>\$25.00</u>	ELDERLEE
7t		5/8" X 10" GR Bolt A307	3500	SS 646	ea.	<u>\$28.00</u>	ELDERLEE
7u		3/4" Round Washer F436	3701	SS 646	ea.	<u>\$23.00</u>	ELDERLEE
7v		3/4" Hvy Hex Nut A563 DH	3704	SS 646	ea.	<u>\$30.20</u>	ELDERLEE
7w		3/4" X 2.5" HEX BOLT A325	3717	SS 646	ea.	<u>\$13.60</u>	ELDERLEE
7x		1" Hvy Hex Nut A563 DH	3908	SS 646	ea.	<u>\$20.00</u>	ELDERLEE
7y		5/8" Washer F436	4372	SS 646	ea.	<u>\$18.00</u>	ELDERLEE
7z		5/8" x 9" Hex Bolt A325	4489	SS 646	%	<u>\$49.00</u>	ELDERLEE
7aa		1" Round Washer F436	4902	SS 646	ea.	<u>\$19.00</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
7		SoftStop Terminal (8" Block) MASH TL-3 Trinity Highway					
7bb		5/16" x 2.5" Hex Bolt GRD 5	105285	SS 646	ea.	<u>\$18.00</u>	ELDERLEE
7cc		5/16" x 1.5" Hex Bolt GRD 5	105286	SS 646	ea.	<u>\$18.00</u>	ELDERLEE
7dd		SoftStop Reflector (R or L)			%	<u>\$74.00</u>	ELDERLEE
7ee		% off SoftStop items not listed above		SS 646	%	<u>0%</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
8		SKT-SP Terminal TL-3 Standard Post System Road Systems					
8a		Complete System (All Parts)		SKT-SP-50	ea.	<u>\$3,050.00</u>	ELDERLEE
8b		SKT - Impact Head	S3000	SKT-SP-50	ea.	<u>\$1,675.00</u>	ELDERLEE
8c		SKT Anchor Rail 12'-6"	SF 1303	SKT-SP-50	ea.	<u>\$315.00</u>	ELDERLEE
8d		W-Beam Guardrail 12'-6"	G1203	SKT-SP-50	ea.	<u>\$185.00</u>	ELDERLEE
8e		First Post Top (6X6X1/8" Tube)	TPHP1A	SKT-SP-50	ea.	<u>\$240.00</u>	ELDERLEE
8f		First Post Bottom (6' W6X15)	TPHP1B	SKT-SP-50	ea.	<u>\$425.00</u>	ELDERLEE
8g		Universal Hinge Post #2 Upper	UHP2A	SKT-SP-50	ea.	<u>\$175.50</u>	ELDERLEE
8h		Hinged Post Lower	HP-B	SKT-SP-50	ea.	<u>\$198.25</u>	ELDERLEE
8i		Steel Line Post (6' W6X9)	P621	SKT-SP-50	ea.	<u>\$95.50</u>	ELDERLEE
8j		Bearing Plate	E750	SKT-SP-50	ea.	<u>\$61.00</u>	ELDERLEE
8k		Cable Anchor Box	S760	SKT-SP-50	ea.	<u>\$162.00</u>	ELDERLEE
8l		BCT Cable Anchor Assembly	E770	SKT-SP-50	ea.	<u>\$222.00</u>	ELDERLEE
8m		Recycled Plastic Block	CBSP-14	SKT-SP-50	ea.	<u>\$30.50</u>	ELDERLEE
8n		5/16 X 1 Hex Bolt GRD 5	B5160104A	SKT-SP-50	ea.	<u>\$8.00</u>	ELDERLEE
8o		5/16 Washer	WO516	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8p		5/16 Hex Nut	NO516	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8q		5/8 X 1 1/4 Splice Bolt	B580122	SKT-SP-50	ea.	<u>\$2.50</u>	ELDERLEE
8r		5/8 X 9 Hex Bolt GRD 5	B580904A	SKT-SP-50	ea.	<u>\$18.00</u>	ELDERLEE
8s		5/8 X 10 H.G.R. Bolt	B581002	SKT-SP-50	ea.	<u>\$16.00</u>	ELDERLEE
8t		5/8 Washer	W050	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8u		5/8 H.G. R. Nut	N050	SKT-SP-50	ea.	<u>\$2.50</u>	ELDERLEE
8v		5/8 Nut	N055	SKT-SP-50	ea.	<u>\$2.65</u>	ELDERLEE
8w		3/4 X 8 1/2 Hex Bolt GRD A449	B340854A	SKT-SP-50	ea.	<u>\$25.00</u>	ELDERLEE
8x		3/4 Hex Nut	N030	SKT-SP-50	ea.	<u>\$10.00</u>	ELDERLEE
8y		1" Anchor Cable Hex Nut	N100	SKT-SP-50	ea.	<u>\$12.00</u>	ELDERLEE
8z		1" Anchor Cable Washer	W100	SKT-SP-50	ea.	<u>\$4.90</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
8		SKT-SP Terminal TL-3 Standard Post System Road Systems					
8aa		1/2 RSI Shoulder Bolt W/Washer	SB12A	SKT-SP-50	ea.	<u>\$320.00</u>	ELDERLEE
8bb		1/2 Structural Nut	N012A	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8cc		1/2 Structural Washer	WO12A	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8dd		Bearing Plate Retainer Tie	CT-100ST	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8ee		SKT-SP Reflector (R or L)			ea.	<u>\$35.00</u>	ELDERLEE
8ff		% off SKT-SP items not listed above		SKT-SP-50	%	<u>0</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
9		MSKT-SP-MG5 Terminal (8" Blocks) Test Level 3 Road Systems					
9a		Complete System (All Parts)		MSKT-SP-MGS8	ea.	<u>\$3,295.00</u>	ELDERLEE
9b		Impact Head	MS3000	MSKT-SP-MGS8	ea.	<u>\$1,675.00</u>	ELDERLEE
9c		W-Beam Guardrail End Section 12Ga.	SF1303	MSKT-SP-MGS8	ea.	<u>\$315.00</u>	ELDERLEE
9d		First Post Top (6X6X1/8" Tube)	MTPHP1A	MSKT-SP-MGS8	ea.	<u>\$255.00</u>	ELDERLEE
9e		First Post Bottom (6' W6X15)	MTPHP1B	MSKT-SP-MGS8	ea.	<u>\$485.00</u>	ELDERLEE
9f		Second Post Assembly Top	UHP2A	MSKT-SP-MGS8	ea.	<u>\$175.50</u>	ELDERLEE
9g		Second Post Assembly Bottom	HP2B	MSKT-SP-MGS8	ea.	<u>\$285.00</u>	ELDERLEE
9h		Bearing Plate	E750	MSKT-SP-MGS8	ea.	<u>\$70.00</u>	ELDERLEE
9i		Cable Anchor Box	S760	MSKT-SP-MGS8	ea.	<u>\$162.00</u>	ELDERLEE
9j		BCT Cable Anchor Assembly	E770	MSKT-SP-MGS8	ea.	<u>\$222.00</u>	ELDERLEE
9k		Strut	MS785	MSKT-SP-MGS8	ea.	<u>\$202.50</u>	ELDERLEE
9l		6x9 (6x8.5) Steel Post	P621	MSKT-SP-MGS8	ea.	<u>\$99.50</u>	ELDERLEE
9m		Recycled Plastic Block	CBSP-14	MSKT-SP-MGS8	ea.	<u>\$30.50</u>	ELDERLEE
9n		W-Beam MGS Rail Section 9'-4 1/2"	G12025	MSKT-SP-MGS8	ea.	<u>\$207.00</u>	ELDERLEE
9o		W-Beam MGS Rail Section 12'-6"	G1203A	MSKT-SP-MGS8	ea.	<u>\$190.00</u>	ELDERLEE
9p		5/16 x 1 Hex Bolt GRD 5	B5160104A	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9q		5/16 Washer	W0516	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9r		5/16 Hex Nut	N0516	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9s		5/8 Dia. x 1 1/4 Splice Bolt (Post#2)	B580122	MSKT-SP-MGS8	ea.	<u>\$2.50</u>	ELDERLEE
9t		5/8 Dia. x 9 Hex Bolt A449	B580904A	MSKT-SP-MGS8	ea.	<u>\$18.00</u>	ELDERLEE
9u		5/8 Washer	W050	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9v		5/8 Dia. H.G. R. Nut	N050	MSKT-SP-MGS8	ea.	<u>\$2.30</u>	ELDERLEE
9w		3/4 Dia. x 8 1/2 Hex Bolt GRD A449	B340854A	MSKT-SP-MGS8	ea.	<u>\$25.00</u>	ELDERLEE
9x		3/4 Dia. Hex Nut	N030	MSKT-SP-MGS8	ea.	<u>\$10.00</u>	ELDERLEE
9y		1" Anchor Cable Hex Nut	N100	MSKT-SP-MGS8	ea.	<u>\$12.00</u>	ELDERLEE
9z		1" Anchor Cable Washer	W100	MSKT-SP-MGS8	ea.	<u>\$4.90</u>	ELDERLEE
9aa		1/2 RSI Shoulder Bolt W/Washer	SB12A	MSKT-SP-MGS8	ea.	<u>\$320.00</u>	ELDERLEE
9bb		1/2 Structural Nut	N012A	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
9		MSKT-SP-MG5 Terminal (8" Blocks) Test Level 3 Road Systems					
9cc		1/2 Structural Washer	W012A	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9dd		Bearing Plate Retainer Tie	CT-100ST	MSKT-SP-MGS8	ea.	<u>\$35.00</u>	ELDERLEE
9ee		5/8" x 10" H.G.R. Bolt	B581002	MSKT-SP-MGS8	ea.	<u>\$11.00</u>	ELDERLEE
9ff		MSKT-SP Reflector (R or L)			ea.	<u>\$70.00</u>	ELDERLEE
9gg		% off MSKT-SP items not listed above		MSKT-SP-MGS8	%	<u>0</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
10		MAX-Tension Guardrail End Terminal,Tangent Lindsay Transportation Solutions					
10a		Complete System (All Parts)		BSI-1610070-US	ea.	\$ 3,340.00	Impact Absorption
10b		Soil Anchor, Galvanized	BSI-1610060-00	BSI-1610070-US	ea.	\$ 327.60	Impact Absorption
10c		Ground Strut, Galvanized	BSI-1610061-00	BSI-1610070-US	ea.	\$ 349.02	Impact Absorption
10d		Impact Head, Chase Threads	BSI-1610062-00	BSI-1610070-US	ea.	\$ 595.84	Impact Absorption
10e		Post, I-BEAM, W 6 x 9, 6ft, Galvanized	BSI-1610063-00	BSI-1610070-US	ea.	\$ 219.84	Impact Absorption
10f		Traffic Side Slider (TSS) Panel, Galvanized	BSI-1610064-00	BSI-1610070-US	ea.	\$ 207.90	Impact Absorption
10g		Inner Side Slider (ISS) Panel, Galvanized	BSI-1610065-00	BSI-1610070-US	ea.	\$ 272.16	Impact Absorption
10h		Tooth, Geomet	BSI-1610066-00	BSI-1610070-US	ea.	\$ 50.86	Impact Absorption
10i		Rear Side Slider (RSS) Plate, Galvanized	BSI-1610067-00	BSI-1610070-US	ea.	\$ 123.88	Impact Absorption
10j		Cable Friction Plate, Head Unit	B061058	BSI-1610070-US	ea.	\$ 143.64	Impact Absorption
10k		Cable Assembly Sleeve, MASH X-Tension	BSI-1610069-00	BSI-1610070-US	ea.	\$ 464.80	Impact Absorption
10l		Line Post, X-Lite, Galv.	BSI-1012078-00	BSI-1610070-US	ea.	\$ 87.66	Impact Absorption
10m		W-Beam Composite, Blockout 8IN, XY110	B090534	BSI-1610070-US	ea.	\$ 10.36	Impact Absorption
10n		Gauge	BSI-4004386	BSI-1610070-US	ea.	NO AWARD	
10o		Washer, Square, X-Lite	BSI-1102027-00	BSI-1610070-US	ea.	\$ 3.55	Impact Absorption
10p		Bolt HH 5/8-11 x 7, 2in Threads, Gr5, Geomet	BSI-2001886	BSI-1610070-US	ea.	\$ 13.60	Impact Absorption
10q		Bolt HH 3/4-10 x 3,Fully Threaded, GR5, Geomet	BSI-2001885	BSI-1610070-US	ea.	NO AWARD	
10r		Guardrail Bolt 5/8-11 x 1-1/4, Gr2 Mgal	4001115	BSI-1610070-US	ea.	\$ 4.53	Impact Absorption
10s		Guardrail Bolt 5/8-11 x 10 MGAL	2001840	BSI-1610070-US	ea.	\$ 4.53	Impact Absorption
10t		Washer 5/8 F436 Struct MGAL	2001636	BSI-1610070-US	ea.	\$ 0.37	Impact Absorption
10u		Guardrail Nut Recessed 5/8-11, Gr2 Mgal	4001116	BSI-1610070-US	ea.	\$ 4.53	Impact Absorption
10v		Bolt CH 5/8-11 x 2 Fully Threaded, Gr5 Geomet	BSI-2001888	BSI-1610070-US	ea.	NO AWARD	
10w		Bracket, Delineation Mounting	BSI-1611008-00	BSI-1610070-US	ea.	\$ 22.20	Impact Absorption
10x		Screw SD,HH 1/4-20 x 3/4, 410SS	BSI-2001887	BSI-1610070-US	ea.	\$ 17.38	Impact Absorption
10y		Guardrail Washer Rect AASHTO FWR03	4002051	BSI-1610070-US	ea.	\$ 7.28	Impact Absorption
10z		MAX-Tension Terminal Reflector (R or L)			ea.	NO AWARD	
10aa		% off FLEAT items not listed above		FLT-SP-37	%	NO AWARD	

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
11		BEAT Box - Beam Bursting Energy Absorbing Terminal Road System					
11a		Complete System (All Parts)		BEAT-RS-US	ea.	<u>\$4,500.00</u>	ELDERLEE
11b		W6 x 15 x 8'-0" Long (lower first post)	A	BEAT-RS-US	ea.	<u>\$945.00</u>	ELDERLEE
11c		W6 x 9 1'-9 1/2" LG. (upper first post)	B	BEAT-RS-US	ea.	<u>\$600.00</u>	ELDERLEE
11d		Support Bracket 10 gage bent plate	C	BEAT-RS-US	ea.	<u>\$105.00</u>	ELDERLEE
11e		Post Breaker	D	BEAT-RS-US	ea.	<u>\$250.00</u>	ELDERLEE
11f		End Tube Rail TS6x6x1/8 x 12'-0" LG.	E	BEAT-RS-US	ea.	<u>\$2,880.00</u>	ELDERLEE
11g		Cable Assembly	F	BEAT-RS-US	ea.	<u>\$228.00</u>	ELDERLEE
11h		Bearing Plate	G	BEAT-RS-US	ea.	<u>\$117.00</u>	ELDERLEE
11i		Box Beam Head	H	BEAT-RS-US	ea.	<u>\$2,800.00</u>	ELDERLEE
11j		Rail Support Bracket L5x3 1/2x3/8 x 4 1/2" LG.	I	BEAT-RS-US	ea.	<u>\$156.00</u>	ELDERLEE
11k		Weak Box Beam Post w/Soil Plate	J	BEAT-RS-US	ea.	<u>\$500.00</u>	ELDERLEE
11l		End Tube Splice Channel	K	BEAT-RS-US	ea.	<u>\$160.00</u>	ELDERLEE
11m		1/4 x 3" LG. Grade 2 Bolt	a	BEAT-RS-US	ea.	<u>\$11.60</u>	ELDERLEE
11n		5/16 x 7 1/2" LG. Grade 5 Bolt	b	BEAT-RS-US	ea.	<u>\$26.00</u>	ELDERLEE
11o		1/2 x 2" LG. Grade 2 Bolt	c	BEAT-RS-US	ea.	<u>\$26.00</u>	ELDERLEE
11p		5/8 x 2" LG. Grade 5 Bolt	d	BEAT-RS-US	ea.	<u>\$26.00</u>	ELDERLEE
11q		5/8" x 3" LG. Grade 5 Bolt	e	BEAT-RS-US	ea.	<u>\$26.00</u>	ELDERLEE
11r		5/8 x 6" LG. Grade 5 Bolt	f	BEAT-RS-US	ea.	<u>\$33.00</u>	ELDERLEE
11s		5/8 x 8" LG. Grade 5 Bolt	g	BEAT-RS-US	ea.	<u>\$35.00</u>	ELDERLEE
11t		1/4" Hex Nut	h	BEAT-RS-US	ea.	<u>\$6.00</u>	ELDERLEE
11u		5/16" Hex Nut	j	BEAT-RS-US	ea.	<u>\$6.00</u>	ELDERLEE
11v		1/2" Hex Nut	k	BEAT-RS-US	ea.	<u>\$6.00</u>	ELDERLEE
11w		5/8" Hex Nut	m	BEAT-RS-US	ea.	<u>\$6.00</u>	ELDERLEE
11x		1" Anchor Cable Hex Nut	n	BEAT-RS-US	ea.	<u>\$14.00</u>	ELDERLEE
11y		1/4" Washer	p	BEAT-RS-US	ea.	<u>\$3.00</u>	ELDERLEE
11z		5/16" Washer	q	BEAT-RS-US	ea.	<u>\$3.00</u>	ELDERLEE
11aa		1/2" Washer	r	BEAT-RS-US	ea.	<u>\$3.00</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
11		BEAT Box - Beam Bursting Energy Absorbing Terminal Road System					
11bb		5/8" Washer	s	BEAT-RS-US	ea.	<u>\$3.00</u>	ELDERLEE
11cc		1" Anchor Cable Washer	t	BEAT-RS-US	ea.	<u>\$8.00</u>	ELDERLEE
11dd		BEAT Box Terminal Reflector (R or L)			ea.	<u>\$80.00</u>	ELDERLEE
11ee		% off BEAT Box items not listed above		BEAT-RS-US	%	<u>0</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
12		BEAT-SSCC Single Sided Crash Cushion Road System					
12a		Complete System (All Parts)		BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12b		Box Beam Impact Head	B3000	BEAT-SSCC-RS	ea.	<u>\$2,800.00</u>	ELDERLEE
12c		Upper First Post W6x9 1'-9 1/2" LG.	BEAT-UP	BEAT-SSCC-RS	ea.	<u>\$600.00</u>	ELDERLEE
12d		Lower First Post W6x15 x 8'-0" LG.	BEAT-LP	BEAT-SSCC-RS	ea.	<u>\$945.00</u>	ELDERLEE
12e		Support Bracket L4x2 x4" LG.	BEAT-SB	BEAT-SSCC-RS	ea.	<u>\$156.00</u>	ELDERLEE
12f		Post Breaker Welded TS2x2x1/4"	BEAT-PB	BEAT-SSCC-RS	ea.	<u>\$250.00</u>	ELDERLEE
12g		Cable Anchor Assembly	E770	BEAT-SSCC-RS	ea.	<u>\$228.00</u>	ELDERLEE
12h		Cable Anchor Bearing Plate	E750	BEAT-SSCC-RS	ea.	<u>\$117.00</u>	ELDERLEE
12i		End Tube Rail TS6x6x1/8 x 8'-0" LG.	B-SS102	BEAT-SSCC-RS	ea.	<u>\$2,880.00</u>	ELDERLEE
12j		Steel Breakaway Line Post W6x9 x 6' LG.	PB621	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12k		Support Bracket w/ Blockout TS6x6 w/Bent PL.	B-SS104	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12l		Second Rail x 16'-2 1/2" LG.	B-SS106	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12m		Transition Blockout x 5' - 6 3/16" LG.	B-SS108	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12n		Trans. Support Bracket 3/16" Bent PL.w/Gusset	B-SS110	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12o		Bent End Splice	BP-SC	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12p		1" Square Washer PL. 4x4x1/4"	B-SS112	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12q		Anchor Rail x 8'-6 13/16" LG.	B-SS114	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12r		Splice Plate 10" x 10" x 3/8"	B-SS116	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12s		3/8" Galv. Cable x 20'-0"	C3820	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12t		Tie Plate PL. 11 1/2 x 3 1/2 x 3/16"	B-SS120	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12u		Spacer (Omit on 90 Degree Wall)	B-SS122	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12v		1/4" x 3" Hex Bolt Grade 2	B140304	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12w		1/4" Hex Nut	N014	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12x		1/4" Washer	W014	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12y		5/16" x 7 1/2" hex Bolt Grade 5	B51607504A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12z		5/16" Hex Nut	NO516	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
12		BEAT-SSCC Single Sided Crash Cushion Road System					
12aa		5/16" Washer	WO516	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12bb		1/2" x 2" Hex Nut	B120204	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12cc		1/2" x 5" Hex Nut Grade 5	B120504A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12dd		1/2" Hex Nut	N012	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ee		1/2" Washer	W012	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ff		5/8" x 1 1/2" Hex Bolt	B580154	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12gg		5/8" Recess Nut	N050	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12hh		5/8" x 2" Hex Bolt Grade 5	B580204A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ii		5/8" x 3" Hex Bolt Grade 5	B580304A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12jj		5/8" x 6" Hex Bolt Grade 5	B580604A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12kk		5/8" x 8" Hex Bolt Grade 5	B580804A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ll		5/8" x 9" Hex Bolt Grade 5	B580904A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12mm		5/8" Hex Nut	N055	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12nn		5/8" Washer	W050	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12oo		1" x 16" Hex Bolt Grade 5 (Length Varies)	B101604A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12pp		1" Hex Nut Grade 5	N100A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12qq		1" Washer Grade 5	W100A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12rr		Cable Tie	CT100	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ss		Box Beam Reflector (R or L)			ea.	\$80.00	ELDERLEE
12tt		% off BEAT-SSCC items not listed above*			%	0	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
13		BEAT - MT - Beam Median Terminal Road Systems					
13a		Complete System (All Parts)		BEAT-MT-RS	ea.	<u>\$5,600.00</u>	ELDERLEE
13b		W6 x 15 x 8'-0" Long (lower first post)	A	BEAT-MT-RS	ea.	<u>\$945.00</u>	ELDERLEE
13c		W6 x 9 1'-9 1/2" LG. (upper first post)	B	BEAT-MT-RS	ea.	<u>\$600.00</u>	ELDERLEE
13d		Support Bracket 10 gage bent plate	C	BEAT-MT-RS	ea.	<u>\$105.00</u>	ELDERLEE
13e		Post Breaker	D	BEAT-MT-RS	ea.	<u>\$250.00</u>	ELDERLEE
13f		End Tube Rail TS6x6x1/8 x 12'-0" LG.	E	BEAT-MT-RS	ea.	<u>\$2,880.00</u>	ELDERLEE
13g		Cable Assembly	F	BEAT-MT-RS	ea.	<u>\$228.00</u>	ELDERLEE
13h		Bearing Plate-5/8"x 8"x 8"	G	BEAT-MT-RS	ea.	<u>\$117.00</u>	ELDERLEE
13i		Box Beam Head	H	BEAT-MT-RS	ea.	<u>\$2,800.00</u>	ELDERLEE
13j		Median Barrier Support Bracket	I	BEAT-MT-RS	ea.	<u>\$156.00</u>	ELDERLEE
13k		Weak Box Beam Post w/Soil Plate	J	BEAT-MT-RS	ea.	<u>\$500.00</u>	ELDERLEE
13l		End Tube Splice Channel	K	BEAT-MT-RS	ea.	<u>\$160.00</u>	ELDERLEE
13m		TS6x6 to 6x8 Connection Sleeve	L	BEAT-MT-RS	ea.	<u>\$375.00</u>	ELDERLEE
13n		3/8" Galv. Cable x 20'-0"	M	BEAT-MT-RS	ea.	<u>\$250.00</u>	ELDERLEE
13o		2nd Rail TS6x6x3/16 x 18'-0" LG.	N	BEAT-MT-RS	ea.	<u>\$3,280.00</u>	ELDERLEE
13p		1/4 x 3" LG. Grade 2 Bolt	a	BEAT-MT-RS	ea.	<u>\$11.60</u>	ELDERLEE
13q		5/16 x 7 1/2" LG. Grade 5 Bolt	b	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13r		1/2 x 2" LG. Grade 2 Bolt	c	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13s		1/2 x 5" LG. Grade 5 Bolt	d	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13t		5/8 x 2" LG. Grade 5 Bolt	e	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13u		5/8" x 3" LG. Grade 5 Bolt	f	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13v		5/8 x 6" LG. Grade 5 Bolt	g	BEAT-MT-RS	ea.	<u>\$30.00</u>	ELDERLEE
13w		5/8 x 7" LG. Grade 5 Bolt	h	BEAT-MT-RS	ea.	<u>\$33.00</u>	ELDERLEE
13x		5/8 x 8" LG. Grade 5 Bolt	j	BEAT-MT-RS	ea.	<u>\$35.00</u>	ELDERLEE
13y		3/4 x 1 1/2" LG. Grade 2 Bolt	k	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13z		1/4" Hex Nut	m	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE
13aa		5/16" Hex Nut	n	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE
13bb		1/2" Hex Nut	p	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
13		BEAT - MT - Beam Median Terminal Road Systems					
13cc		5/8" Hex Nut	q	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE
13dd		3/4" Hex Nut	r	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE
13ee		1" Anchor Cable Hex Nut	s	BEAT-MT-RS	ea.	<u>\$14.00</u>	ELDERLEE
13ff		1/4" Washer	t	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13gg		5/16" Washer	u	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13hh		1/2" Washer	v	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13ii		5/8" Washer	w	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13jj		3/4" Washer	x	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13kk		1" Anchor Cable Washer	y	BEAT-MT-RS	ea.	<u>\$8.00</u>	ELDERLEE
13ll		Cable Tie	z	BEAT-MT-RS	ea.	<u>\$22.00</u>	ELDERLEE
13mm		BEAT-MT BOX Reflector (R, M or L)			ea.	<u>\$80.00</u>	ELDERLEE
13nn		% off BEAT-MT-BOX items not listed above			%	<u>0%</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
14		QuadGuard Family					
14a		LMC Fender Panel Assembly-Quad Beam 24"/30"/36"	35400400000		ea.	<u>\$720.47</u>	TRANSPO
14b		Cartridge - Assembly Type I	35400100000		ea.	<u>\$745.00</u>	TRANSPO
14c		Cartridge - Assembly Type II	35400200000		ea.	<u>\$783.00</u>	TRANSPO
14d		24"/30"/36"	27602920000		ea.	<u>\$45.43</u>	TRANSPO
14e		Diaphragm Assembly 3"-9"	35403401153		ea.	<u>\$1,700.70</u>	TRANSPO
14f		Diaphragm Assembly 3"-0"	35403400913		ea.	<u>\$1,549.73</u>	TRANSPO
14g		Hinge Plate - Fender Panel 60"/90"	27604350000		ea.	<u>\$83.83</u>	TRANSPO
14h		36"/69"/90"	27600910000		ea.	<u>NO AWARD</u>	
14i		Monorail Guide	27600910000		ea.	<u>\$103.88</u>	TRANSPO
14j		Mushroom Washer	27088410000		ea.	<u>\$43.68</u>	TRANSPO
14k		Mushroom Washer Assembly	2708841A000		ea.	<u>\$74.34</u>	TRANSPO
14l		Yellow Nose Assembly 24"/30"/36"	35400500100		ea.	<u>\$685.00</u>	TRANSPO
14m		Yellow Nose Assembly 69"/90"	35401310100		ea.	<u>\$685.00</u>	TRANSPO
14n		QuadGuard Reflector (R, M or L)			ea.	<u>NO AWARD</u>	
14o		% off Quadguard items not listed above			%	<u>2%</u>	TRANSPO

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
15		Smart Cushion Innovations Crash Cushion SC1-100GM					
15a		Complete System (All Parts)		Appendix D	ea.	\$ 22,700.00	Impact Absorption
15b		Front Sled	1	Appendix D	ea.	\$ 12,502.00	Impact Absorption
15c		Cable Assembly	2	Appendix D	ea.	NO AWARD	
15d		Sled Panel	5	Appendix D	ea.	\$ 526.00	Impact Absorption
15e		Terminal Brace	7	Appendix D	ea.	\$ 475.00	Impact Absorption
15f		Anchor Bolt	9	Appendix D	ea.	\$ 17.00	Impact Absorption
15g		Side Panels	12	Appendix D	ea.	\$ 238.00	Impact Absorption
15h		Mobile Sheave Asbly	14	Appendix D	ea.	NO AWARD	
15i		Cable Adjuster Bolt	17	Appendix D	ea.	NO AWARD	
15j		Mobile Frames 1-6	18-23	Appendix D	ea.	\$ 446.00	Impact Absorption
15k		Cylinder	26	Appendix D	ea.	NO AWARD	
15l		Rear Panel	27	Appendix D	ea.	\$ 207.00	Impact Absorption
15m		Sled Side Keeper	8	Appendix D	ea.	\$ 28.00	Impact Absorption
15n		Center Side Keeper	6	Appendix D	ea.	\$ 31.00	Impact Absorption
15o		Rear Side Keeper	29	Appendix D	ea.	\$ 28.00	Impact Absorption
15p		Installed		Appendix E2	ea.	NO AWARD	
15q		Gore Assembly Complete to Brace #5	275288	Appendix F	ea.	\$ 6,792.00	Impact Absorption
15r		Transition Thrie 10 Degree Flare Right	275304	Appendix F	ea.	\$ 1,389.00	Impact Absorption
15s		Transition Thrie 10 Degree Flare Left	275306	Appendix F	ea.	\$ 1,389.00	Impact Absorption
15t		Transition Concrete Spanner Brace	275291	Appendix F	ea.	\$ 1,040.00	Impact Absorption
15u		Transition Concrete #1 Spanner Brace	275290	Appendix F	ea.	\$ 1,405.00	Impact Absorption
15v		Transition Gore Tapered #1 Spanner Brace	275292	Appendix F	ea.	\$ 1,086.00	Impact Absorption
15w		Transition Gore Tapered #2 Spanner Brace	275293	Appendix F	ea.	\$ 998.00	Impact Absorption
15x		Thrie Beam Concrete Leg Brace	270765	Appendix F	ea.	\$ 867.00	Impact Absorption
15y		Thrie Beam Blockout AASHTO PWB02	265244	Appendix F	ea.	\$ 114.00	Impact Absorption
15z		3/4" Hex Bolt - 10 NC x 2	2	Appendix G2	ea.	\$ 7.00	Impact Absorption
15aa		Heavy Hex Nut 3/4" - 10 NC	3	Appendix G2	ea.	\$ 5.00	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
15		Smart Cushion Innovations Crash Cushion SC1-100GM					
15bb		Lockwasher 3/4"	4	Appendix G2	ea.	\$ 2.50	Impact Absorption
15cc		Flat Washer 3/4"	5	Appendix G2	ea.	\$ 2.00	Impact Absorption
15dd		Drop0-In Anchor 3/4" - 10NC x 3"	6	Appendix G2	ea.	\$ 7.00	Impact Absorption
15ee		Transition Jersey Barrier Right	275297	Appendix G2	ea.	\$ 1,501.00	Impact Absorption
15ff		Transition Jersey Barrier Left	275294	Appendix G2	ea.	\$ 1,501.00	Impact Absorption
15gg		SCI-100GM Reflector (R, M or L)				\$ 191.00	Impact Absorption
15hh		% off SCI-100GM items not listed above		Appendix F	%	2%	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
16		Trinity Attenuating Crash Cushion TRACC					
16a		TRACC UNIT (Fully Assembled)	25980A	SS 1003	ea.	<u>\$15,033.20</u>	TRANSPO
16b		5/8" Lockwasher	3310G	SS 1003	ea.	<u>\$0.85</u>	TRANSPO
16c		5/8" x 6" Wedge Exp Anchor	4451G	SS 1003	ea.	<u>\$10.95</u>	TRANSPO
16d		Reflective Tape	6825B	SS 1003	ea.	<u>\$136.15</u>	TRANSPO
16e		Plastic Nosepiece	6532B	SS 1003	ea.	<u>\$253.95</u>	TRANSPO
16f		5/8" x 7 1/16" Anchor Stud	5204G	SS 1003	ea.	<u>\$19.00</u>	TRANSPO
16g		5/8" Lockwasher	3310G	SS 1003	ea.	<u>\$0.85</u>	TRANSPO
16h		5/8" Hex Nut	3361G	SS 1003	ea.	<u>\$3.04</u>	TRANSPO
16i		5/8" Flat Washer	3300G	SS 1003	ea.	<u>\$2.67</u>	TRANSPO
16j		Adhesive HIT HY 150 Cartridge	5206B	SS 1003	ea.	<u>\$39.20</u>	TRANSPO
16k		TRACC Reflector (R, M or L)			ea.	<u>NO AWARD</u>	
16l		% off TRACC items not listed above		FLT-SP-37	%	<u>2%</u>	TRANSPO

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
17		Reusable Energy Absorbing Crash Cushion REACT-350					
17a		REACT UNIT (Fully Assembled)		6 Cyl TL-3 REACT	ea.	<u>\$40,101.60</u>	TRANSPO
17b		Cylinder	1	6 Cyl TL-3 REACT	ea.	<u>\$2,853.56</u>	TRANSPO
17c		Base Track	2	6 Cyl TL-3 REACT	ea.	<u>\$20,600.00</u>	TRANSPO
17d		Back up	3	6 Cyl TL-3 REACT	ea.	<u>\$18,500.00</u>	TRANSPO
17e		Cable	4	6 Cyl TL-3 REACT	ea.	<u>\$1,435.00</u>	TRANSPO
17f		Stabilizer Chain	5	6 Cyl TL-3 REACT	ea.	<u>\$34.07</u>	TRANSPO
17g		Reflective Nose Cover	6	6 Cyl TL-3 REACT	ea.	<u>\$367.17</u>	TRANSPO
17h		REACT Reflector (R, M or L)			ea.	<u>NO AWARD</u>	
17i		% off TRACC items not listed above		6 Cyl TL-3 REACT	%	<u>2%</u>	TRANSPO

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
18		CAT-350 NCHRP Report 350 (TL-3) (Angle Strut Version Trinity Highway					
18a		Complete System (All Parts)		SS - 546	ea.	<u>\$4,150.00</u>	ELDERLEE
18b		12/12'6/0 CAT (Guardrail)	31G	SS - 546	ea.	<u>\$621.00</u>	ELDERLEE
18c		10/12'6/5'10:6'8/SP CAT (Guardrail)	130A	SS - 546	ea.	<u>\$775.00</u>	ELDERLEE
18d		2" x 5 1/2" Pipe	705G	SS - 546	ea.	<u>\$65.00</u>	ELDERLEE
18e		8" x 6" x 6"-0" Tube Sleeve	749G	SS - 546	ea.	<u>\$354.00</u>	ELDERLEE
18f		5/8" x 8" x 8" Bearing Plate	782G	SS - 546	ea.	<u>\$70.00</u>	ELDERLEE
18g		10/Nose Plate/CAT/Rolled	983G	SS - 546	ea.	<u>\$480.00</u>	ELDERLEE
18h		10/Side Plate CAT	984G	SS - 546	ea.	<u>\$325.00</u>	ELDERLEE
18i		Cable 3/4 x 8'0/DBL SWG	3012G	SS - 546	ea.	<u>\$606.00</u>	ELDERLEE
18j		WD 3'6 Post #2 CAT	3074B	SS - 546	ea.	<u>\$150.00</u>	ELDERLEE
18k		WD 3'6 Post #1 CAT	3075B	SS - 546	ea.	<u>\$97.00</u>	ELDERLEE
18l		WD Block 1'2 #1 CAT	3100B	SS - 546	ea.	<u>\$43.00</u>	ELDERLEE
18m		WD Block 1'2 #2-6 CAT	3101B	SS - 546	ea.	<u>\$52.00</u>	ELDERLEE
18n		WD 6'0 Post #3, 4, 5, 6 CAT	3118B	SS - 546	ea.	<u>\$206.50</u>	ELDERLEE
18o		3/8" Flat Washer	3255G	SS - 546	ea.	<u>\$6.00</u>	ELDERLEE
18p		3/8" Dia. x 2" Lag Screw	3263G	SS - 546	ea.	<u>\$11.25</u>	ELDERLEE
18q		3/8" Dia. 24 1/2" Restraint Rod	3275G	SS - 546	ea.	<u>\$27.30</u>	ELDERLEE
18r		5/8" Flat Washer	3300G	SS - 546	ea.	<u>\$12.00</u>	ELDERLEE
18s		3/16" x 1 3/4" x 3" Rect Washer	3320G	SS - 546	ea.	<u>\$8.00</u>	ELDERLEE
18t		5/8" G.R. Nut	3340G	SS - 546	ea.	<u>\$2.30</u>	ELDERLEE
18u		5/8" Dia. x 1 1/4" G.R. Bolt	275290	3360G	ea.	<u>\$2.50</u>	ELDERLEE
18v		5/8" Dia. x 1 1/2" Hex Bolt	275292	3380G	ea.	<u>\$4.10</u>	ELDERLEE
18w		5/8" Dia. x 1 3/4" Hex Bolt CAT	275293	3395G	ea.	<u>\$15.60</u>	ELDERLEE
18x		5/8" Dia. x 7 1/2" Hex Bolt	270765	3478G	ea.	<u>\$13.10</u>	ELDERLEE
18y		5/8" Dia. x 25" G.R. Bolt	265244	3650G	ea.	<u>\$41.25</u>	ELDERLEE
18z		3/4" Flat Washer	2	3701G	ea.	<u>\$5.00</u>	ELDERLEE
18aa		3/4" Hex HD Nut	3	3704G	ea.	<u>\$6.40</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
18		CAT-350 NCHRP Report 350 (TL-3) (Angle Strut Version Trinity Highway					
18bb		1" Flat Washer	4	3900G	ea.	<u>\$4.90</u>	ELDERLEE
18cc		1" Hex Nut	5	3910G	ea.	<u>\$10.50</u>	ELDERLEE
18dd		3/8" Hex Nut	6	4252G	ea.	<u>\$5.00</u>	ELDERLEE
18ee		3/8" Lock Washer	275297	4258G	ea.	<u>\$5.00</u>	ELDERLEE
18ff		5/8" Dia. x 24" Hex Bolt	4640G	SS - 546	ea.	<u>\$34.80</u>	ELDERLEE
18gg		3/4" Dia. x 9 1/2" Hex HD Bolt	5148G	SS - 546	ea.	<u>\$44.50</u>	ELDERLEE
18hh		Spacer Channel CAT	9915A	SS - 546	ea.	<u>\$620.00</u>	ELDERLEE
18ii		10/Bent Plate Sleeve	9916A	SS - 546	ea.	<u>\$215.00</u>	ELDERLEE
18jj		6" Sleeve 6 x 8	9921G	SS - 546	ea.	<u>\$105.00</u>	ELDERLEE
18kk		3/16" x 2" x 10" Plate Washer	19259G	SS - 546	ea.	<u>\$27.00</u>	ELDERLEE
18ll		1/2 x 3 x 7 Post Plate	19261G	SS - 546	ea.	<u>\$70.00</u>	ELDERLEE
18mm		1" x 2 1/2" Pipe Sleeve CAT	19271G	SS - 546	ea.	<u>\$40.00</u>	ELDERLEE
18nn		HBA Strut 3" x 3" x 6'-6"	33875G	SS - 546	ea.	<u>\$210.00</u>	ELDERLEE
18oo		CAT Reflector (R, M or L)		SS - 546	ea.	<u>\$98.00</u>	ELDERLEE
18pp		% off CAT-350 (Angle Strut) items not listed		SS - 546	%	<u>0</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
19		CAT-350 NCHRP Report 350 (TL-3) (Angle Strut Version Trinity Highway					
19a		Complete System (All Parts)		SS- 245	ea.	<u>\$4,675.00</u>	ELDERLEE
19b		12/12'6/0 CAT (GUARDRAIL)	31G	SS- 245	ea.	<u>\$621.00</u>	ELDERLEE
19c		10/12'6/5'10:6'8/SP CAT GUARDRAIL	130A	SS- 245	ea.	<u>\$775.00</u>	ELDERLEE
19d		2" x 5 1/2" Pipe	705G	SS- 245	ea.	<u>\$65.00</u>	ELDERLEE
19e		4'6 TUBE SLEEVE	740G	SS- 245	ea.	<u>\$320.00</u>	ELDERLEE
19f		1/4 x 18 x 24 Soil Plate	769G	SS- 245	ea.	<u>\$146.00</u>	ELDERLEE
19g		5/8" x 8" x 8" Bearing Plate	782G	SS- 245	ea.	<u>\$70.00</u>	ELDERLEE
19h		10 /NOSE PLATE/ CAT/ ROLLED	983G	SS- 245	ea.	<u>\$480.00</u>	ELDERLEE
19i		10/Side Plate CAT	984G	SS- 245	ea.	<u>\$325.00</u>	ELDERLEE
19j		CABLE 3/4" x 8'0" DBL SWG	3012G	SS- 245	ea.	<u>\$606.00</u>	ELDERLEE
19k		WD 3'6 POST#2, 3, 4, 5, 6 CAT	3074B	SS- 245	ea.	<u>\$150.00</u>	ELDERLEE
19l		WD 3'6 POST #1 CAT	3075B	SS- 245	ea.	<u>\$97.00</u>	ELDERLEE
19m		WD BLOCK 1'2" #1 CAT	3100B	SS- 245	ea.	<u>\$43.00</u>	ELDERLEE
19n		WD BLOCK 1'2" #2-6 CAT	3101B	SS- 245	ea.	<u>\$52.00</u>	ELDERLEE
19o		3/8" FLAT WASHER	3255G	SS- 245	ea.	<u>\$6.00</u>	ELDERLEE
19p		3/8" DIA X 2" LAG SCREW	3263G	SS- 245	ea.	<u>\$11.25</u>	ELDERLEE
19q		3/8" DIA. X 24 1/2" RESTRAINT ROD	3275G	SS- 245	ea.	<u>\$27.30</u>	ELDERLEE
19r		5/8" FLAT WASHER	3300G	SS- 245	ea.	<u>\$12.00</u>	ELDERLEE
19s		3/16" x 1 3/4" x 3" Rect Washer	3320G	SS- 245	ea.	<u>\$8.00</u>	ELDERLEE
19t		5/8" G.R. Nut	3340G	SS- 245	ea.	<u>\$2.30</u>	ELDERLEE
19u		5/8" Dia. x 1 1/4" G.R. Bolt	3360G	SS- 245	ea.	<u>\$2.50</u>	ELDERLEE
19v		5/8" Dia. x 1 1/2" Hex Bolt	3380G	SS- 245	ea.	<u>\$4.10</u>	ELDERLEE
19w		5/8" Dia. x 1 3/4" Hex Bolt CAT	3395G	SS- 245	ea.	<u>\$15.60</u>	ELDERLEE
19x		5/8" Dia. x 7 1/2" Hex Bolt	3478G	SS- 245	ea.	<u>13.10</u>	ELDERLEE
19y		5/8" Dia. x 9 1/2" Hex Bolt	3497G	SS- 245	ea.	<u>16.95</u>	ELDERLEE
19z		5/8" Dia. x 25" G.R. Bolt	3650G	SS- 245	ea.	<u>41.25</u>	ELDERLEE
19aa		1" Flat Washer	3900G	SS- 245	ea.	<u>4.90</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
19		CAT-350 NCHRP Report 350 (TL-3) (Angle Strut Version Trinity Highway					
19bb		1" Hex Nut	3910G	SS- 245	ea.	<u>10.50</u>	ELDERLEE
19cc		3/8" Hex Nut	4252G	SS- 245	ea.	<u>5.00</u>	ELDERLEE
19dd		3/8" Lock Washer	4258G	SS- 245	ea.	<u>5.00</u>	ELDERLEE
19ee		5/8" Dia. x 24" Hex Bolt	4640G	SS- 245	ea.	<u>34.80</u>	ELDERLEE
19ff		Channel Strut x 6'-6"	9852A	SS- 245	ea.	<u>405.00</u>	ELDERLEE
19gg		Spacer Channel CAT	9915A	SS- 245	ea.	<u>620.00</u>	ELDERLEE
19hh		10/Bent Plate Sleeve	9916A	SS- 245	ea.	<u>215.00</u>	ELDERLEE
19ii		6" Sleeve 6 x 8	9921G	SS- 245	ea.	<u>105.00</u>	ELDERLEE
19jj		3/16" x 2" x 10" Plate Washer	19259G	SS- 245	ea.	<u>27.00</u>	ELDERLEE
19kk		1/2 x 3 x 7 Post Plate	19261G	SS- 245	ea.	<u>70.00</u>	ELDERLEE
19ll		1" x 2 1/2" Pipe Sleeve CAT	19271G	SS- 245	ea.	<u>40.00</u>	ELDERLEE
19mm		CAT Reflector (R, M or L)			ea.	<u>98.00</u>	ELDERLEE
19nn		% off CAT-350 items not listed above		SS- 245	%	<u>0</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
20		CAT Transition to Shoulder Guardrail Trinity Highway					
20a		Complete System (All Parts)		SS 220	ea.	<u>\$1,777.25</u>	ELDERLEE
20b		12/12'6/6'3/S Guardrail	9G	SS 220	ea.	<u>\$315.00</u>	ELDERLEE
20c		12/12'6/6'3/9H-CA/S Guardrail	21G	SS 220	ea.	<u>\$415.00</u>	ELDERLEE
20d		W6 x 8.5 # x 6'-0" Post	533G	SS 220	ea.	<u>\$99.50</u>	ELDERLEE
20e		1/4 x 11 3/4 x 16 ANCH BKT	701A	SS 220	ea.	<u>\$155.00</u>	ELDERLEE
20f		2 x 5 1/2 Pipe Sleeve	705G	SS 220	ea.	<u>\$45.00</u>	ELDERLEE
20g		5/8 x 8 x 8 Bearing PLT	782G	SS 220	ea.	<u>\$70.00</u>	ELDERLEE
20h		3/4 x 6'6/DBL SWG Cable	3000G	SS 220	ea.	<u>\$235.00</u>	ELDERLEE
20i		5/8" RD Washer	3300G	SS 220	ea.	<u>\$12.00</u>	ELDERLEE
20j		3/16 x 1 3/4 x 3 PLT WSHR	3320G	SS 220	ea.	<u>\$8.00</u>	ELDERLEE
20k		5/8" H.G.R. Nut	3340G	SS 220	ea.	<u>\$2.30</u>	ELDERLEE
20l		5/8" Dia. x 1 1/4" H.G. R. Splice Bolt	3360G	SS 220	ea.	<u>\$2.50</u>	ELDERLEE
20m		5/8" Dia. x 1 1/2" HEX HD Bolt	3380G	SS 220	ea.	<u>\$4.10</u>	ELDERLEE
20n		5/8" Dia. x 10" H.G. R. Post Bolt	3500G	SS 220	ea.	<u>\$10.50</u>	ELDERLEE
20o		1" Washer	3900G	SS 220	ea.	<u>\$4.90</u>	ELDERLEE
20p		1" Hex Nut	3910G	SS 220	ea.	<u>\$10.50</u>	ELDERLEE
20q		WD Block 6" x 8" x 1'-2" Routed	4076B	SS 220	ea.	<u>\$55.00</u>	ELDERLEE
20r		3 7/8 x 6 Pipe Sleeve	19807G	SS 220	ea.	<u>NO AWARD</u>	
20s		% off CAT Transition items not listed above*		SS 220	%		ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
21		MAX Tension Median - Test Level 3 Barrier Systems by Lindsay					
21a		Complete System (All Parts)	BSI-1801139-KT	MM3SIS8C8	ea.	\$ 6,375.00	Impact Absorption
21b		Line Post, X-Lite, Galv.	BSI-1012078-00	MM3SIS8C8	ea.	NO AWARD	
21c		Post, I-BEAM, W 6 x 9, 6ft Galvanized	BSI-1610063-00	MM3SIS8C8	ea.	\$ 219.24	Impact Absorption
21d		Post 2, Crimped and Notched	BSI-1705026-00	MM3SIS8C8	ea.	NO AWARD	
21e		Ground Strut, Galvanized	BSI-1610061-00	MM3SIS8C8	ea.	\$ 349.02	Impact Absorption
21f		Soil Anchor, Galvanized	BSI-1610060-00	MM3SIS8C8	ea.	\$ 328.60	Impact Absorption
21g		W-Beam Guardrail, 4 -Space, (RWM04a), 12 Gauge	B090534	MM3SIS8C8	ea.	\$ 258.69	Impact Absorption
21h		Impact Head, Chase Threads, Median	BSI-1711005-00	MM3SIS8C8	ea.	\$ 1,566.18	Impact Absorption
21i		TSS Panel, Galvanized	BSI-1610064-00	MM3SIS8C8	ea.	\$ 207.90	Impact Absorption
21j		ISS Panel, Galvanized	BSI-1610065-00	MM3SIS8C8	ea.	\$ 272.30	Impact Absorption
21k		RSS Plate, Galvanized	BSI-1610067-00	MM3SIS8C8	ea.	\$ 123.87	Impact Absorption
21l		Cable Friction Plate, HeadUnit	B061058	MM3SIS8C8	ea.	\$ 143.64	Impact Absorption
21m		26'-6" Cable Assembly, Max-Tension Median	BSI-1703105-00	MM3SIS8C8	ea.	\$ 427.39	Impact Absorption
21n		Cable Assembly MAX Tension	BSI-1610069-00	MM3SIS8C8	ea.	\$ 464.94	Impact Absorption
21o		Delineator Bracket, Median Impact Head	BSI-1706010-00	MM3SIS8C8	ea.	\$ 35.28	Impact Absorption
21p		W-Beam Composite, Blockout 8 in XT110	B090534	MM3SIS8C8	ea.	\$ 10.34	Impact Absorption
21q		Tooth, Geomet	BSI-1610066-00	MM3SIS8C8	ea.	\$ 50.86	Impact Absorption
21r		Rec. Washer, STD	4002051	MM3SIS8C8	ea.	\$ 2.87	Impact Absorption
21s		Washer, Square, X-Lite	BSI-1102027-00	MM3SIS8C8	ea.	\$ 3.55	Impact Absorption
21t		Bolt CH 5/8-11 x 7, 2 in Threas Gr5 Geomet	BSI-2001886	MM3SIS8C8	ea.	\$ 13.60	Impact Absorption
21u		Bolt HH 3/4-10 x 3, Fully Threaded, GR5, Geomet	BSI-2001885	MM3SIS8C8	ea.	\$ 18.28	Impact Absorption
21v		Guardrail Nut Recessed 5/8-11, Gr2 Mgal	4001116	MM3SIS8C8	ea.	\$ 4.53	Impact Absorption
21w		Washer 5/8 F436 Struct MGAL	2001636	MM3SIS8C8	ea.	\$ 0.37	Impact Absorption
21x		Bolt CH 5/8-11 x 2 Fully Threaded, Gr5 Geomet	BSI-2001888	MM3SIS8C8	ea.	\$ 17.59	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
21		MAX Tension Median - Test Level 3 Barrier Systems by Lindsay					
21y		Screw SD,HH 1/4-20 x 3/4, 410 SS	BSI-2001887	MM3SIS8C8	ea.	\$ 1.73	Impact Absorption
21z		Panel Hanger, Galvanized	BSI-1707029-00	MM3SIS8C8	ea.	\$ 11.34	Impact Absorption
21aa		5/8 Cable Clamp, Galv.	BSI-4004455	MM3SIS8C8	ea.	\$ 28.35	Impact Absorption
21bb		Max Tension Median TL3 Guardrail Splice HW Kit	BSI-1801140-KT	MM3SIS8C8	ea.	NO AWARD	
21cc		Guard Rail Bolt 5/8-11 x 1 1/4, Gr2 Mgal	4001115	MM3SIS8C8	ea.	\$ 4.53	Impact Absorption
21dd		Max Tension Median TL3 Guardrail Post HW Kit	BSI-1801141-KT	MM3SIS8C8	ea.	NO AWARD	
21ee		Guardrail Bolt 5/8-11 x 10 Gr2 Mgal	2001840	MM3SIS8C8	ea.	\$ 6.93	Impact Absorption
21ff		MAX-Tension Median Reflector (R, M or L)				NO AWARD	
21gg		% off MAX- Tension items not listed above		MM3SIS8C8	%	NO AWARD	

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
22		Universal TAU-II Crash Cushion Barrier System by Lindsay					
22a		Complete System (All Parts)		B050606	ea.	NO AWARD	
22b		Flush Mount Backstop	B040216/040214	B050606	ea.	\$ 617.00	Impact Absorption
22c		Wide Flange Backstop	B030668	B050606	ea.	\$ 1,928.00	Impact Absorption
22d		Compact Backstop	B040430	B050606	ea.	\$ 5,298.00	Impact Absorption
22e		Compact Backstop with Asphalt Support		B050606	ea.	NO AWARD	
22f		PCB Backstop	B040425	B050606	ea.	\$ 1,105.00	Impact Absorption
22g		PCB Backstop wi Cable Anchor & Barrier Support		B050606	ea.	NO AWARD	
22h		Nose Piece - Wide (Rivet Kit)	K001034	B050606	ea.	\$ 1,235.00	Impact Absorption
22i		Nose Piece - Parallel	B030516	B050606	ea.	\$ 847.00	Impact Absorption
22j		Nose Piece - Parallel (Hardware Kit)	K001013	B050606	ea.	\$ 170.00	Impact Absorption
22k		Energy Absorbing Cartridge Type A	B010802	B050606	ea.	\$ 741.00	Impact Absorption
22l		Energy Absorbing Cartridge Type B	B010722	B050606	ea.	\$ 741.00	Impact Absorption
22m		Wide Cable		B050606	ea.	NO AWARD	
22n		Parallel Cable		B050606	ea.	NO AWARD	
22o		Front Cable Anchor - Reverse	B040412	B050606	ea.	\$ 567.00	Impact Absorption
22p		Front Cable Anchor - Universal Cable	B030935	B050606	ea.	\$ 745.00	Impact Absorption
22q		Front Cable Anchor - Compact Cable	B010248	B050606	ea.	\$ 745.00	Impact Absorption
22r		Rear Cable Anchor - Independent	B030938	B050606	ea.	\$ 1,105.00	Impact Absorption
22s		Rear Cable Anchor - Backstop Mount	B031020	B050606	ea.	\$ 926.00	Impact Absorption
22t		Front Cable Anchor - Asphalt Anchor	B020425	B050606	ea.	\$ 2,854.00	Impact Absorption
22u		Cable Key Front	B040501	B050606	ea.	\$ 41.00	Impact Absorption
22v		Cable Key	B030942	B050606	ea.	\$ 53.00	Impact Absorption
22w		Sliding Panel	B010202	B050606	ea.	\$ 486.00	Impact Absorption
22x		End Panel	B010659	B050606	ea.	\$ 324.00	Impact Absorption
22y		Angled End Panel	B040203	B050606	ea.	\$ 886.00	Impact Absorption
22z		XL Bulkhead	B030521	B050606	ea.	\$ 1,123.00	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
22		Universal TAU-II Crash Cushion Barrier System by Lindsay					
22aa		XXL Bulkhead	B030528	B050606	ea.	\$ 1,747.00	Impact Absorption
22bb		XXXL Bulkhead	B030529	B050606	ea.	\$ 3,154.00	Impact Absorption
22cc		Middle Support	B030703	B050606	ea.	\$ 2,178.00	Impact Absorption
22dd		Front Support	B030704	B050606	ea.	\$ 1,634.00	Impact Absorption
22ee		Leg Kit	K001005	B050606	ea.	\$ 221.00	Impact Absorption
22ff		Wing Assembly	B030509	B050606	ea.	\$ 886.00	Impact Absorption
22gg		Transition Wing Assy.	B030910	B050606	ea.	\$ 886.00	Impact Absorption
22hh		36" Adapter Assy	B031201	B050606	ea.	\$ 668.00	Impact Absorption
22ii		Leg	B030425	B050606	ea.	\$ 111.00	Impact Absorption
22jj		Bumper Assembly	B031035	B050606	ea.	\$ 146.00	Impact Absorption
22kk		Pipe Panel Mount	B010651	B050606	ea.	\$ 219.00	Impact Absorption
22ll		Pipe Panel Mount Hardware Kit	K001017	B050606	ea.	\$ 108.00	Impact Absorption
22mm		Backstop Blockout - Wide	B030713	B050606	ea.	\$ 720.00	Impact Absorption
22nn		Front Collision Plate -Wide	B030801	B050606	ea.	\$ 274.00	Impact Absorption
22oo		Wing Brace - Wide	B030821	B050606	ea.	\$ 75.00	Impact Absorption
22pp		Spacer - Wing Brace - Wide	B030823	B050606	ea.	\$ 53.00	Impact Absorption
22qq		Level Spacer	B030551	B050606	ea.	\$ 26.00	Impact Absorption
22rr		EAC locator Kit	K001028	B050606	ea.	\$ 161.00	Impact Absorption
22ss		Slider Assembly Kit	K001003	B050606	ea.	\$ 544.00	Impact Absorption
22tt		Leg Adapter - Wide	A040223	B050606	ea.	\$ 41.00	Impact Absorption
22uu		Backing Plate - Wide	B030543	B050606	ea.	\$ 12.00	Impact Absorption
22vv		Lateral Support Mount (Backstop Mount - Wide)	B031011	B050606	ea.	\$ 166.00	Impact Absorption
22ww		Lateral Support Cable Assembly Kit	K001031	B050606	ea.	\$ 4,116.00	Impact Absorption
22xx		Bulkhead Mount Lateral Support - Wide	B031010	B050606	ea.	\$ 53.00	Impact Absorption
22yy		Cable Guide Mounting Plate - Wide	B030411	B050606	ea.	\$ 94.00	Impact Absorption
22zz		Cable Guide Assembly Kit	K001004	B050606	ea.	\$ 827.00	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
22		<p align="center">Universal TAU-II Crash Cushion Barrier System by Lindsay</p>					
22aaa		TAU - II Reflector (R, M or L)			ea.	<u>NO AWARD</u>	
22bbb		% off MAX- Tension items not listed above		B050606	%	<u>NO AWARD</u>	

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Elizabeth Basso
Contract Specialist

860-713-5611
Telephone Number

CONTRACT AWARD NO.:

18PSX0187

Contract Award Date:

5 October 2018

Bid Due Date:

21 September 2018

SUPPLEMENT DATE:

March 20, 2019

CONTRACT AWARD SUPPLEMENT #3

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

DESCRIPTION: **Attenuation Parts and Sand Barrels**

FOR:
Department of Transportation, All Using State Agencies,
Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:
October 5, 2018 through September 30, 2023

AGENCY REQUISITION NUMBER: 0000130870, 0000135482

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	\$800,000.00 (est.)	1,750,000.00 (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.

See Overleaf for Contractor Information

Note: Supplement #3 has been issued to Contract Award 18PSX0187 to add new Contractor and pricing resulting from Supplemental ITB #19PSX0043. Refer to Exhibit B, marked "Supplement #3" when utilizing this Contract. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **ELIZABETH BASSO**

Title: Contract Specialist

Date: March 20, 2019

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: **Impact Absorption, Inc.**

Company Address: **180 Terminal Drive, Plainview, NY 11803**

Tel. No.: **516.498.1050**

Toll Free: **888.453.0566**

Contract Value: **\$400,000.00 (est.)**

Delivery: As Required ARO

Contact Person: **Gary Kassl**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: gakassl@impactabsorption.com www.impactabsorption.com

Remittance Address: n/a

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

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

CONTRACT #19PSX0043

(made part of Contract Award 18PSX0187)

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Impact Absorption, Inc.

Awarded Contractor

ATTENUATION PARTS AND SAND BARRELS

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Elizabeth Basso, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes. The awarded Contract will be rolled into Contract Award 18PSX0187.

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: The Connecticut Department of Transportation ("ConnDOT") and any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity 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, and Attachments 1 and 2.
 - (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A, and Attachments 1 and 2.
 - (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, and Attachments 1 and 2.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through September 30, 2023. The parties, by mutual agreement, 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, but only in accordance with the section in this Contract concerning Contract Amendments.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A, and Attachments 1 and 2. For purposes of this Contract, to perform and the performance in Exhibit A, and Attachments if applicable, is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or 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.

(2) The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH"). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at:

<http://www.osc.ct.gov/vendor/directdeposit.html>.

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) Price Adjustments:

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

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

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

State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A, and Attachments 1 and 2 if applicable, 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 p 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 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 such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

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

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

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

14. Purchase Orders.

(a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.

(b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the

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

17. Contractor Guaranties. Contractor shall:

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

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

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

20. Delivery.

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

- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:

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

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

- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the 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;
 - (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, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts

to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Elizabeth Basso

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) **Owner's and Contractor's Protective Liability:** The Contractor shall purchase Owner's and Contractor's Protective Liability Insurance for an in the name of the State of Connecticut. This insurance will provide a total limit of \$1,000,000 per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$2,000,000 for all damages arising out of "bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
- (b) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (c) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
- (h) Reserved

38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

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

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under

this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks. The 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.

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

46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

47. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (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.

48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

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

51. Cross-Default.

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

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function

shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Reserved.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Reserved.
59. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

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

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
1		Big Sandy Sand Barrels Traffix Devices					
1a		Base Support	48247P		ea.	<u>NO AWARD</u>	
1b		200 Barrel	48247S		ea.	<u>NO AWARD</u>	
1c		400 lbs. Barrel	48247S		ea.	<u>NO AWARD</u>	
1d		700 lbs. Barrel	48247S		ea.	<u>NO AWARD</u>	
1e		1400 lbs.	48140		ea.	<u>NO AWARD</u>	
1f		2100 lbs.	48210		ea.	<u>NO AWARD</u>	
1g		200, 400, or 700 Lbs. Lid			ea.	<u>NO AWARD</u>	
1h		1400 lbs. Lid			ea.	<u>NO AWARD</u>	
1i		2100 lbs. Lid			ea.	<u>NO AWARD</u>	
1j		Lifting Ring	48000-LR		ea.	<u>NO AWARD</u>	
1k		200, 400, or 700 lbs. Reflector (R,L or M)			ea.	<u>NO AWARD</u>	
1l		1400 lbs. Reflector (R,L or M)			ea.	<u>NO AWARD</u>	
1m		2100 lbs. Reflector (R, L or M)			ea.	<u>NO AWARD</u>	
1n		% off Big Sandy items not listed above			%	<u>NO AWARD</u>	
2		CrashGard Sand Barrels Plastic Safety Systems, Inc.					
2a		Sand Barrel			ea.	<u>NO AWARD</u>	
2b		Sand Barrel Lid			ea.	<u>NO AWARD</u>	
2c		Sand Barrel Insert			ea.	<u>NO AWARD</u>	
2d		Sand Barrel Lifting Hoist			ea.	<u>NO AWARD</u>	
2e		Top Ring Reflector (R,L or M)			ea.	<u>NO AWARD</u>	
2f		Middle Ring Reflector (R,L or M)			ea.	<u>NO AWARD</u>	
2g		Bottom Ring Reflector (R,L or M)			ea.	<u>NO AWARD</u>	
2h		% off CrashGard items not listed above			%	<u>NO AWARD</u>	

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
3		Energite III System Sand Barrels Energy Absorption System					
3a		200 lbs. Barrel	640		ea.	<u>\$199.00</u>	TRANSPO
3b		400 lbs. Barrel	640		ea.	<u>\$199.00</u>	TRANSPO
3c		700 lbs. Barrel	640		ea.	<u>\$199.00</u>	TRANSPO
3d		1400 lbs. Barrel	640		ea.	<u>\$199.00</u>	TRANSPO
3e		2100 lbs. Barrel	960		ea.	<u>\$203.00</u>	TRANSPO
3f		Sand Barrel Lid			ea.	<u>\$26.00</u>	TRANSPO
3g		Sand Barrel Cone	90/180		ea.	<u>\$26.00</u>	TRANSPO
3h		Sand Barrel Cone	320		ea.	<u>\$26.00</u>	TRANSPO
3i		Sand Barrel Lifting Hoist			ea.	<u>\$395.00</u>	TRANSPO
3j		200, 400, 700, 1400 lbs. Barrel Reflector (R,L or M)			ea.	<u>NO AWARD</u>	
3k		2100 lbs. Barrel Reflector (R,L or M)			ea.	<u>NO AWARD</u>	
3l		% off Energite items not listed above			%	<u>2%</u>	TRANSPO
4		Slotted Rail Terminal SRT-27 (3 panels, CR,SYT POSTS) Trinity Highway					
4a		Complete System (All Parts)		SS 446	ea.	<u>\$2,668.20</u>	ELDERLEE
4b		12/6"/FLG Protector	7G	SS 446	ea.	<u>\$61.00</u>	ELDERLEE
4c		12/12'6/6'3/S (Guardrail)	9G	SS 446	ea.	<u>\$184.50</u>	ELDERLEE
4d		12/12'6/S SRT-1 (Guardrail)	30G	SS 446	ea.	<u>\$515.00</u>	ELDERLEE
4e		12/12'6/S SRT-2 (Guardrail)	39G	SS 446	ea.	<u>\$515.00</u>	ELDERLEE
4f		Cable Anchor Bracket	700A	SS 446	ea.	<u>\$122.75</u>	ELDERLEE
4g		12/Buffer/Rolled (Terminal)	907G	SS 446	ea.	<u>\$105.00</u>	ELDERLEE
4h		3/4 x 6'-6" Cable	105310G	SS 446	ea.	<u>\$403.00</u>	ELDERLEE
4i		King Block 4"x7 1/2" x 14"	6777B	SS 446	ea.	<u>\$31.60</u>	ELDERLEE
4j		5/16" Washer	3240G	SS 446	ea.	<u>\$6.00</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
4k		5/16" Hex Nut	3245G	SS 446	ea.	<u>\$6.00</u>	ELDERLEE
4l		5/8" Washer	3300G	SS 446	ea.	<u>\$8.00</u>	ELDERLEE
4m		5/8" Hex HGR Nut	3340G	SS 446	ea.	<u>\$2.30</u>	ELDERLEE
4n		5/8" Dia. x 1 1/4" HGR Splice Bolt	3360G	SS 446	ea.	<u>\$2.50</u>	ELDERLEE
4o		5/8" Dia. x 1 1/2" Hex HD Bolt	3380G	SS 446	ea.	<u>\$4.10</u>	ELDERLEE
4p		5/8" Dia. x 2" HGR Post Bolt	3400G	SS 446	ea.	<u>\$5.00</u>	ELDERLEE
4q		5/8" Dia. x 1 3/4" Hex Bolt (A325)	3391G	SS 446	ea.	<u>NO AWARD</u>	
4r		1" Washer	3360	SS 446	ea.	<u>\$4.90</u>	ELDERLEE
4s		1" Hex Nut	3391	SS 446	ea.	<u>\$11.40</u>	ELDERLEE
4t		5/16" Dia. x 1 3/4" Hex Bolt	3500	SS 446	ea.	<u>\$8.00</u>	ELDERLEE
4u		5/8" Dia. x 10" HGR Post Bolt	3701	SS 446	ea.	<u>\$11.40</u>	ELDERLEE
4v		7/16" Flat Washer	3704	SS 446	ea.	<u>\$6.00</u>	ELDERLEE
4w		7/16" Dia. x 1 1/2" Hex HD Bolt	3717	SS 446	ea.	<u>\$2.90</u>	ELDERLEE
4x		7/16" Lock Washer	3908	SS 446	ea.	<u>\$6.00</u>	ELDERLEE
4y		7/16" Hex Nut	4372	SS 446	ea.	<u>\$2.70</u>	ELDERLEE
4z		Slot Guard Bracket	9960G	SS 446	ea.	<u>\$121.40</u>	ELDERLEE
4aa		6"-0" SYT Post (W6x8.5)	14578G	SS 446	ea.	<u>\$177.50</u>	ELDERLEE
4bb		Cable Anchor Bracket	33909G	SS 446	ea.	<u>\$60.60</u>	ELDERLEE
4cc		SRT/CRP/SYTP Strut 3 x 3 x 1/4 x 6'-9"	34050G	SS 446	ea.	<u>\$195.50</u>	ELDERLEE
4dd		CR Post 1 Bot (W6 x 15)	34052A	SS 446	ea.	<u>\$795.00</u>	ELDERLEE
4ee		CR Post 1 Top (W6 x 8.5)	34056A	SS 446	%	<u>\$615.00</u>	ELDERLEE
4ff		Post Shelf Angle	34054G	SS 446	%	<u>\$615.00</u>	ELDERLEE
4gg		% off SRT-27 items not listed above		SS 446	%	<u>0%</u>	ELDERLEE
5		Slotted Rail Terminal SRT-350 (12.5, 8 POST) Trinity Highway					
5a		Complete System (All Parts)		SS 444	ea.	<u>\$3,275.00</u>	ELDERLEE
5b		12/12'6/6'3/S Guardrail	9G	SS 444	ea.	<u>\$184.50</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
5c		12/12'6/6'3/S SRT-1 Guardrail	30G	SS 444	ea.	<u>\$515.00</u>	ELDERLEE
5d		12/12'6/S SRT-2 Guardrail	39G	SS 444	ea.	<u>\$515.00</u>	ELDERLEE
5e		CABLE ANCHOR BRACKET	700A	SS 444	ea.	<u>\$122.75</u>	ELDERLEE
5f		2" Dia. x 5 1/2" Pipe	705G	SS 444	ea.	<u>\$60.60</u>	ELDERLEE
5g		6' 0 Tube Sleeve	742G	SS 444	ea.	<u>\$382.00</u>	ELDERLEE
5h		5/8 x 6 x 8 Bearing Plate	775G	SS 444	ea.	<u>\$73.00</u>	ELDERLEE
5i		12/ BUFFER/ROLLED (TERMINAL)	907G	SS 444	ea.	<u>\$105.00</u>	ELDERLEE
5j		3/4 x 6'6 Cable	3000G	SS 444	ea.	<u>\$305.00</u>	ELDERLEE
5k		5/8" WASHER	3300G	SS 444	ea.	<u>\$8.00</u>	ELDERLEE
5l		5/8" HEX NUT	3340G	SS 444	ea.	<u>\$2.30</u>	ELDERLEE
5m		5/8" DIA. x 1 1/4" SPLICE BOLT	3360G	SS 444	ea.	<u>\$2.50</u>	ELDERLEE
5n		5/8" DIA. x 1 1/2" HEX HEAD BOLT	3380G	SS 444	ea.	<u>\$4.10</u>	ELDERLEE
5o		5/8" DIA. x 9 1/2" HEX HEAD BOLT	3497G	SS 444	ea.	<u>\$11.50</u>	ELDERLEE
5p		5/8" DIA. x 10" POST BOLT	3500G	SS 444	ea.	<u>\$11.40</u>	ELDERLEE
5q		5/8" DIA. x 18" POST BOLT	3580G	SS 444	ea.	<u>\$23.90</u>	ELDERLEE
5r		1" WASHER	3900G	SS 444	ea.	<u>\$4.90</u>	ELDERLEE
5s		1" HEX NUT	3910G	SS 444	ea.	<u>\$11.40</u>	ELDERLEE
5t		6' 0 Post 6 x 8	4063B	SS 444	ea.	<u>\$147.85</u>	ELDERLEE
5u		14" BLOCK 6 x 8	4075B	SS 444	ea.	<u>\$45.00</u>	ELDERLEE
5v		3' 9 Post 5 1/2 x 7 1/2	6058B	SS 444	ea.	<u>\$242.00</u>	ELDERLEE
5w		16d Nail SRT	5968G	SS 444	ea.	<u>\$8.00</u>	ELDERLEE
5x		Strut Assembly	9852A	SS 444	ea.	<u>\$407.25</u>	ELDERLEE
5y		SLOT GUARD	9960G	SS 444	ea.	<u>\$122.35</u>	ELDERLEE
5z		3/8" x 3" x 4" PLATE WASHER	9961G	SS 444	ea.	<u>\$40.30</u>	ELDERLEE
5aa		SRT-350 Reflector (R or L)			ea.	<u>\$55.00</u>	ELDERLEE
5bb		% off SRT-350 items not listed above		SS 444	%	<u>0%</u>	ELDERLEE
6		FLEAT-SP Terminal TL-3 Standard Post System Road Systems					
6a		Complete System (All Parts)		FLT-SP-37	ea.	<u>\$2,850.00</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
6b		FLEAT Impact Head	FS3000	FLT-SP-37	ea.	<u>\$1,250.00</u>	ELDERLEE
6c		FLEAT Anchor Rail 12'-6"	SF1303	FLT-SP-37	ea.	<u>\$315.00</u>	ELDERLEE
6d		W-Beam Guard Rail 12'-6"	G1203	FLT-SP-37	ea.	<u>\$185.00</u>	ELDERLEE
6e		First Post Top (6 x 6 x 1/8" Tube)	TPHP1A	FLT-SP-37	ea.	<u>\$240.00</u>	ELDERLEE
6f		First Post Bottom (6' W6 x15)	TPHP1B	FLT-SP-37	ea.	<u>\$425.00</u>	ELDERLEE
6g		Universal Hinge Post # 2 Upper	UHP-2A	FLT-SP-37	ea.	<u>\$175.50</u>	ELDERLEE
6h		Hinge Post Lower	HP-B	FLT-SP-37	ea.	<u>\$198.25</u>	ELDERLEE
6i		Steel Line Post (6' W6x9)	P621	FLT-SP-37	ea.	<u>\$95.50</u>	ELDERLEE
6j		Bearing Plate	E750	FLT-SP-37	ea.	<u>\$61.00</u>	ELDERLEE
6k		Cable Anchor Box	S760	FLT-SP-37	ea.	<u>\$162.00</u>	ELDERLEE
6l		BCT Cable Anchor Assembly	E770	FLT-SP-37	ea.	<u>\$222.00</u>	ELDERLEE
6m		Recycled Plastic Block or Equiv.	CBSP-14	FLT-SP-37	ea.	<u>\$30.50</u>	ELDERLEE
6n		5/16 x 1 Hex Bolt GRD 5	B5160104A	FLT-SP-37	ea.	<u>\$8.00</u>	ELDERLEE
6o		5/16 Washer	W0516	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6p		5/16 Hex Nut	N0516	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6q		5/8 x 1 1/4 Splice Bolt	B580122	FLT-SP-37	ea.	<u>\$2.50</u>	ELDERLEE
6r		5/8 x 9 Hex Bolt GRD 5	B580904A	FLT-SP-37	ea.	<u>\$18.00</u>	ELDERLEE
6s		5/8 x 10 H.G.R. Bolt	B581002	FLT-SP-37	ea.	<u>\$16.00</u>	ELDERLEE
6t		5/8 Washer	W050	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6u		5/8 H.G. R. Nut	N050	FLT-SP-37	ea.	<u>\$2.50</u>	ELDERLEE
6v		5/8 Nut	N055	FLT-SP-37	ea.	<u>\$2.65</u>	ELDERLEE
6w		3/4 X 8 1/2 Hex Bolt GRD A449	B340854A	FLT-SP-37	ea.	<u>\$25.00</u>	ELDERLEE
6x		3/4 Hex Nut	N030	FLT-SP-37	ea.	<u>\$10.00</u>	ELDERLEE
6y		1" Anchor Cable Hex Nut	N100	FLT-SP-37	ea.	<u>\$12.00</u>	ELDERLEE
6z		1" Anchor Cable Washer	W100	FLT-SP-37	ea.	<u>\$4.90</u>	ELDERLEE
6aa		1/2 RSI Shoulder Bolt W/Washer	SB12A	FLT-SP-37	ea.	<u>\$320.00</u>	ELDERLEE
6bb		1/2 Structural Nut	N012A	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6cc		1/2 Structural Washer	W012A	FLT-SP-37	ea.	<u>\$6.00</u>	ELDERLEE
6dd		Bearing Plate Retainer Tie	CT-100ST	FLT-SP-37	ea.	<u>\$35.00</u>	ELDERLEE
6ee		FLEAT-350 Reflector (R or L)			ea.	<u>\$70.00</u>	ELDERLEE
6ff		% off FLEAT-SP items not listed above		FLT-SP-37	%	<u>0%</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
7		SoftStop Terminal (8" Block) MASH TL-3 Trinity Highway					
7a		Complete System (All Parts)		SS 646	ea.	<u>\$3,150.00</u>	ELDERLEE
7b		12/12'6/3'1.5/S	11	SS 646	ea.	<u>\$184.50</u>	ELDERLEE
7c		6'0 Post - W6 x 8.5	533	SS 646	ea.	<u>\$112.00</u>	ELDERLEE
7d		King Block 4"x 7 1/2" x 1' -2"	6777	SS 646	ea.	<u>\$31.70</u>	ELDERLEE
7e		6'0 SYT PST/8.5/31" GR HT	15000	SS 646	ea.	<u>\$177.80</u>	ELDERLEE
7f		SFST-Anchor G. Rail 12'-6"	15200	SS 646	ea.	<u>\$395.00</u>	ELDERLEE
7g		SFST -Anchor Angle	15201	SS 646	ea.	<u>\$75.70</u>	ELDERLEE
7h		SFST - Angle Strut	15202	SS 646	ea.	<u>\$154.40</u>	ELDERLEE
7i		SFST -Post No. 1 SYTP	15203	SS 646	ea.	<u>\$154.90</u>	ELDERLEE
7j		SFST -Anchor Paddle	15204	SS 646	ea.	<u>\$228.00</u>	ELDERLEE
7k		SFST -Post #0	15205	SS 646	ea.	<u>\$766.50</u>	ELDERLEE
7l		SFST -Plate Washer	15206	SS 646	ea.	<u>\$60.75</u>	ELDERLEE
7m		SFST -Keeper Plate	15207	SS 646	ea.	<u>\$60.00</u>	ELDERLEE
7n		SFST -Impact Head	15208	SS 646	ea.	<u>\$1,865.00</u>	ELDERLEE
7o		5/16" Round Washer Wide	3240	SS 646	ea.	<u>\$6.00</u>	ELDERLEE
7p		5/16" Hex Nut	3245	SS 646	ea.	<u>\$18.00</u>	ELDERLEE
7q		5/8" GR Hex Nut	3340	SS 646	ea.	<u>\$23.00</u>	ELDERLEE
7r		5/8" x 1.25" GR Bolt	3360	SS 646	ea.	<u>\$25.00</u>	ELDERLEE
7s		5/8" x 1.75" Hex Bolt A325	3391	SS 646	ea.	<u>\$25.00</u>	ELDERLEE
7t		5/8" X 10" GR Bolt A307	3500	SS 646	ea.	<u>\$28.00</u>	ELDERLEE
7u		3/4" Round Washer F436	3701	SS 646	ea.	<u>\$23.00</u>	ELDERLEE
7v		3/4" Hvy Hex Nut A563 DH	3704	SS 646	ea.	<u>\$30.20</u>	ELDERLEE
7w		3/4" X 2.5" HEX BOLT A325	3717	SS 646	ea.	<u>\$13.60</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
7x		1" Hvy Hex Nut A563 DH	3908	SS 646	ea.	<u>\$20.00</u>	ELDERLEE
7y		5/8" Washer F436	4372	SS 646	ea.	<u>\$18.00</u>	ELDERLEE
7z		5/8" x 9" Hex Bolt A325	4489	SS 646	%	<u>\$49.00</u>	ELDERLEE
7aa		1" Round Washer F436	4902	SS 646	ea.	<u>\$19.00</u>	ELDERLEE
7bb		5/16" x 2.5" Hex Bolt GRD 5	105285	SS 646	ea.	<u>\$18.00</u>	ELDERLEE
7cc		5/16" x 1.5" Hex Bolt GRD 5	105286	SS 646	ea.	<u>\$18.00</u>	ELDERLEE
7dd		SoftStop Reflector (R or L)			%	<u>\$74.00</u>	ELDERLEE
7ee		% off SoftStop items not listed above		SS 646	%	<u>0%</u>	ELDERLEE
8		SKT-SP Terminal TL-3 Standard Post System Road Systems					
8a		Complete System (All Parts)		SKT-SP-50	ea.	<u>\$3,050.00</u>	ELDERLEE
8b		SKT - Impact Head	S3000	SKT-SP-50	ea.	<u>\$1,675.00</u>	ELDERLEE
8c		SKT Anchor Rail 12'-6"	SF 1303	SKT-SP-50	ea.	<u>\$315.00</u>	ELDERLEE
8d		W-Beam Guardrail 12'-6"	G1203	SKT-SP-50	ea.	<u>\$185.00</u>	ELDERLEE
8e		First Post Top (6X6X1/8" Tube)	TPHP1A	SKT-SP-50	ea.	<u>\$240.00</u>	ELDERLEE
8f		First Post Bottom (6' W6X15)	TPHP1B	SKT-SP-50	ea.	<u>\$425.00</u>	ELDERLEE
8g		Universal Hinge Post #2 Upper	UHP2A	SKT-SP-50	ea.	<u>\$175.50</u>	ELDERLEE
8h		Hinged Post Lower	HP-B	SKT-SP-50	ea.	<u>\$198.25</u>	ELDERLEE
8i		Steel Line Post (6' W6X9)	P621	SKT-SP-50	ea.	<u>\$95.50</u>	ELDERLEE
8j		Bearing Plate	E750	SKT-SP-50	ea.	<u>\$61.00</u>	ELDERLEE
8k		Cable Anchor Box	S760	SKT-SP-50	ea.	<u>\$162.00</u>	ELDERLEE
8l		BCT Cable Anchor Assembly	E770	SKT-SP-50	ea.	<u>\$222.00</u>	ELDERLEE
8m		Recycled Plastic Block	CBSP-14	SKT-SP-50	ea.	<u>\$30.50</u>	ELDERLEE
8n		5/16 X 1 Hex Bolt GRD 5	B5160104A	SKT-SP-50	ea.	<u>\$8.00</u>	ELDERLEE
8o		5/16 Washer	WO516	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8p		5/16 Hex Nut	NO516	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8q		5/8 X 1 1/4 Splice Bolt	B580122	SKT-SP-50	ea.	<u>\$2.50</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
8r		5/8 X 9 Hex Bolt GRD 5	B580904A	SKT-SP-50	ea.	<u>\$18.00</u>	ELDERLEE
8s		5/8 X 10 H.G.R. Bolt	B581002	SKT-SP-50	ea.	<u>\$16.00</u>	ELDERLEE
8t		5/8 Washer	W050	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8u		5/8 H.G. R. Nut	N050	SKT-SP-50	ea.	<u>\$2.50</u>	ELDERLEE
8v		5/8 Nut	N055	SKT-SP-50	ea.	<u>\$2.65</u>	ELDERLEE
8w		3/4 X 8 1/2 Hex Bolt GRD A449	B340854A	SKT-SP-50	ea.	<u>\$25.00</u>	ELDERLEE
8x		3/4 Hex Nut	N030	SKT-SP-50	ea.	<u>\$10.00</u>	ELDERLEE
8y		1" Anchor Cable Hex Nut	N100	SKT-SP-50	ea.	<u>\$12.00</u>	ELDERLEE
8z		1" Anchor Cable Washer	W100	SKT-SP-50	ea.	<u>\$4.90</u>	ELDERLEE
8aa		1/2 RSI Shoulder Bolt W/Washer	SB12A	SKT-SP-50	ea.	<u>\$320.00</u>	ELDERLEE
8bb		1/2 Structural Nut	N012A	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8cc		1/2 Structural Washer	WO12A	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8dd		Bearing Plate Retainer Tie	CT-100ST	SKT-SP-50	ea.	<u>\$6.00</u>	ELDERLEE
8ee		SKT-SP Reflector (R or L)			ea.	<u>\$35.00</u>	ELDERLEE
8ff		% off SKT-SP items not listed above		SKT-SP-50	%	<u>0</u>	ELDERLEE
9		MSKT-SP-MG5 Terminal (8" Blocks) Test Level 3 Road Systems					
9a		Complete System (All Parts)		MSKT-SP-MGS8	ea.	<u>\$3,295.00</u>	ELDERLEE
9b		Impact Head	MS3000	MSKT-SP-MGS8	ea.	<u>\$1,675.00</u>	ELDERLEE
9c		W-Beam Guardrail End Section 12Ga.	SF1303	MSKT-SP-MGS8	ea.	<u>\$315.00</u>	ELDERLEE
9d		First Post Top (6X6X1/8" Tube)	MTPHP1A	MSKT-SP-MGS8	ea.	<u>\$255.00</u>	ELDERLEE
9e		First Post Bottom (6' W6X15)	MTPHP1B	MSKT-SP-MGS8	ea.	<u>\$485.00</u>	ELDERLEE
9f		Second Post Assembly Top	UHP2A	MSKT-SP-MGS8	ea.	<u>\$175.50</u>	ELDERLEE
9g		Second Post Assembly Bottom	HP2B	MSKT-SP-MGS8	ea.	<u>\$285.00</u>	ELDERLEE
9h		Bearing Plate	E750	MSKT-SP-MGS8	ea.	<u>\$70.00</u>	ELDERLEE
9i		Cable Anchor Box	S760	MSKT-SP-MGS8	ea.	<u>\$162.00</u>	ELDERLEE
9j		BCT Cable Anchor Assembly	E770	MSKT-SP-MGS8	ea.	<u>\$222.00</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
9k		Strut	MS785	MSKT-SP-MGS8	ea.	<u>\$202.50</u>	ELDERLEE
9l		6x9 (6x8.5) Steel Post	P621	MSKT-SP-MGS8	ea.	<u>\$99.50</u>	ELDERLEE
9m		Recycled Plastic Block	CBSP-14	MSKT-SP-MGS8	ea.	<u>\$30.50</u>	ELDERLEE
9n		W-Beam MGS Rail Section 9'-4 1/2"	G12025	MSKT-SP-MGS8	ea.	<u>\$207.00</u>	ELDERLEE
9o		W-Beam MGS Rail Section 12'-6"	G1203A	MSKT-SP-MGS8	ea.	<u>\$190.00</u>	ELDERLEE
9p		5/16 x 1 Hex Bolt GRD 5	B5160104A	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9q		5/16 Washer	W0516	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9r		5/16 Hex Nut	N0516	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9s		5/8 Dia. x 1 1/4 Splice Bolt (Post#2)	B580122	MSKT-SP-MGS8	ea.	<u>\$2.50</u>	ELDERLEE
9t		5/8 Dia. x 9 Hex Bolt A449	B580904A	MSKT-SP-MGS8	ea.	<u>\$18.00</u>	ELDERLEE
9u		5/8 Washer	W050	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9v		5/8 Dia. H.G. R. Nut	N050	MSKT-SP-MGS8	ea.	<u>\$2.30</u>	ELDERLEE
9w		3/4 Dia. x 8 1/2 Hex Bolt GRD A449	B340854A	MSKT-SP-MGS8	ea.	<u>\$25.00</u>	ELDERLEE
9x		3/4 Dia. Hex Nut	N030	MSKT-SP-MGS8	ea.	<u>\$10.00</u>	ELDERLEE
9y		1" Anchor Cable Hex Nut	N100	MSKT-SP-MGS8	ea.	<u>\$12.00</u>	ELDERLEE
9z		1" Anchor Cable Washer	W100	MSKT-SP-MGS8	ea.	<u>\$4.90</u>	ELDERLEE
9aa		1/2 RSI Shoulder Bolt W/Washer	SB12A	MSKT-SP-MGS8	ea.	<u>\$320.00</u>	ELDERLEE
9bb		1/2 Structural Nut	N012A	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9cc		1/2 Structural Washer	W012A	MSKT-SP-MGS8	ea.	<u>\$6.00</u>	ELDERLEE
9dd		Bearing Plate Retainer Tie	CT-100ST	MSKT-SP-MGS8	ea.	<u>\$35.00</u>	ELDERLEE
9ee		5/8" x 10" H.G.R. Bolt	B581002	MSKT-SP-MGS8	ea.	<u>\$11.00</u>	ELDERLEE
9ff		MSKT-SP Reflector (R or L)			ea.	<u>\$70.00</u>	ELDERLEE
9gg		% off MSKT-SP items not listed above		MSKT-SP-MGS8	%	<u>0</u>	ELDERLEE
10		MAX-Tension Guardrail End Terminal,Tangent Lindsay Transportation Solutions					
10a		Complete System (All Parts)		BSI-1610070-US	ea.	\$ 3,340.00	Impact Absorption
10b		Soil Anchor, Galvanized	BSI-1610060-00	BSI-1610070-US	ea.	\$ 327.60	Impact Absorption
10c		Ground Strut, Galvanized	BSI-1610061-00	BSI-1610070-US	ea.	\$ 349.02	Impact Absorption
10d		Impact Head, Chase Threads	BSI-1610062-00	BSI-1610070-US	ea.	\$ 595.84	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
10e		Post, I-BEAM, W 6 x 9, 6ft, Galvanized	BSI-1610063-00	BSI-1610070-US	ea.	\$ 219.84	Impact Absorption
10f		Traffic Side Slider (TSS) Panel, Galvanized	BSI-1610064-00	BSI-1610070-US	ea.	\$ 207.90	Impact Absorption
10g		Inner Side Slider (ISS) Panel, Galvanized	BSI-1610065-00	BSI-1610070-US	ea.	\$ 272.16	Impact Absorption
10h		Tooth, Geomet	BSI-1610066-00	BSI-1610070-US	ea.	\$ 50.86	Impact Absorption
10i		Rear Side Slider (RSS) Plate, Galvanized	BSI-1610067-00	BSI-1610070-US	ea.	\$ 123.88	Impact Absorption
10j		Cable Friction Plate, Head Unit	B061058	BSI-1610070-US	ea.	\$ 143.64	Impact Absorption
10k		Cable Assembly Sleeve, MASH X-Tension	BSI-1610069-00	BSI-1610070-US	ea.	\$ 464.80	Impact Absorption
10l		Line Post, X-Lite, Galv.	BSI-1012078-00	BSI-1610070-US	ea.	\$ 87.66	Impact Absorption
10m		W-Beam Composite, Blockout 8IN, XY110	B090534	BSI-1610070-US	ea.	\$ 10.36	Impact Absorption
10n		Gauge	BSI-4004386	BSI-1610070-US	ea.	NO AWARD	
10o		Washer, Square, X-Lite	BSI-1102027-00	BSI-1610070-US	ea.	\$ 3.55	Impact Absorption
10p		Bolt HH 5/8-11 x 7, 2in Threads, Gr5, Geomet	BSI-2001886	BSI-1610070-US	ea.	\$ 13.60	Impact Absorption
10q		Bolt HH 3/4-10 x 3, Fully Threaded, GR5, Geomet	BSI-2001885	BSI-1610070-US	ea.	NO AWARD	
10r		Guardrail Bolt 5/8-11 x 1-1/4, Gr2 Mgal	4001115	BSI-1610070-US	ea.	\$ 4.53	Impact Absorption
10s		Guardrail Bolt 5/8-11 x 10 MGAL	2001840	BSI-1610070-US	ea.	\$ 4.53	Impact Absorption
10t		Washer 5/8 F436 Struct MGAL	2001636	BSI-1610070-US	ea.	\$ 0.37	Impact Absorption
10u		Guardrail Nut Recessed 5/8-11, Gr2 Mgal	4001116	BSI-1610070-US	ea.	\$ 4.53	Impact Absorption
10v		Bolt CH 5/8-11 x 2 Fully Threaded, Gr5 Geomet	BSI-2001888	BSI-1610070-US	ea.	NO AWARD	
10w		Bracket, Delineation Mounting	BSI-1611008-00	BSI-1610070-US	ea.	\$ 22.20	Impact Absorption
10x		Screw SD, HH 1/4-20 x 3/4, 410SS	BSI-2001887	BSI-1610070-US	ea.	\$ 17.38	Impact Absorption
10y		Guardrail Washer Rect AASHTO FWR03	4002051	BSI-1610070-US	ea.	\$ 7.28	Impact Absorption
10z		MAX-Tension Terminal Reflector (R or L)			ea.	NO AWARD	
10aa		% off FLEAT items not listed above		FLT-SP-37	%	NO AWARD	
11		BEAT Box - Beam Bursting Energy Absorbing Terminal Road System					
11a		Complete System (All Parts)		BEAT-RS-US	ea.	\$4,500.00	ELDERLEE
11b		W6 x 15 x 8'-0" Long (lower first post)	A	BEAT-RS-US	ea.	\$945.00	ELDERLEE
11c		W6 x 9 1'-9 1/2" LG. (upper first post)	B	BEAT-RS-US	ea.	\$600.00	ELDERLEE
11d		Support Bracket 10 gage bent plate	C	BEAT-RS-US	ea.	\$105.00	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
11e		Post Breaker	D	BEAT-RS-US	ea.	<u>\$250.00</u>	ELDERLEE
11f		End Tube Rail TS6x6x1/8 x 12'-0" LG.	E	BEAT-RS-US	ea.	<u>\$2,880.00</u>	ELDERLEE
11g		Cable Assembly	F	BEAT-RS-US	ea.	<u>\$228.00</u>	ELDERLEE
11h		Bearing Plate	G	BEAT-RS-US	ea.	<u>\$117.00</u>	ELDERLEE
11i		Box Beam Head	H	BEAT-RS-US	ea.	<u>\$2,800.00</u>	ELDERLEE
11j		Rail Support Bracket L5x3 1/2x3/8 x 4 1/2" LG.	I	BEAT-RS-US	ea.	<u>\$156.00</u>	ELDERLEE
11k		Weak Box Beam Post w/Soil Plate	J	BEAT-RS-US	ea.	<u>\$500.00</u>	ELDERLEE
11l		End Tube Splice Channel	K	BEAT-RS-US	ea.	<u>\$160.00</u>	ELDERLEE
11m		1/4 x 3" LG. Grade 2 Bolt	a	BEAT-RS-US	ea.	<u>\$11.60</u>	ELDERLEE
11n		5/16 x 7 1/2" LG. Grade 5 Bolt	b	BEAT-RS-US	ea.	<u>\$26.00</u>	ELDERLEE
11o		1/2 x 2" LG. Grade 2 Bolt	c	BEAT-RS-US	ea.	<u>\$26.00</u>	ELDERLEE
11p		5/8 x 2" LG. Grade 5 Bolt	d	BEAT-RS-US	ea.	<u>\$26.00</u>	ELDERLEE
11q		5/8" x 3" LG. Grade 5 Bolt	e	BEAT-RS-US	ea.	<u>\$26.00</u>	ELDERLEE
11r		5/8 x 6" LG. Grade 5 Bolt	f	BEAT-RS-US	ea.	<u>\$33.00</u>	ELDERLEE
11s		5/8 x 8" LG. Grade 5 Bolt	g	BEAT-RS-US	ea.	<u>\$35.00</u>	ELDERLEE
11t		1/4" Hex Nut	h	BEAT-RS-US	ea.	<u>\$6.00</u>	ELDERLEE
11u		5/16" Hex Nut	j	BEAT-RS-US	ea.	<u>\$6.00</u>	ELDERLEE
11v		1/2" Hex Nut	k	BEAT-RS-US	ea.	<u>\$6.00</u>	ELDERLEE
11w		5/8" Hex Nut	m	BEAT-RS-US	ea.	<u>\$6.00</u>	ELDERLEE
11x		1" Anchor Cable Hex Nut	n	BEAT-RS-US	ea.	<u>\$14.00</u>	ELDERLEE
11y		1/4" Washer	p	BEAT-RS-US	ea.	<u>\$3.00</u>	ELDERLEE
11z		5/16" Washer	q	BEAT-RS-US	ea.	<u>\$3.00</u>	ELDERLEE
11aa		1/2" Washer	r	BEAT-RS-US	ea.	<u>\$3.00</u>	ELDERLEE
11bb		5/8" Washer	s	BEAT-RS-US	ea.	<u>\$3.00</u>	ELDERLEE
11cc		1" Anchor Cable Washer	t	BEAT-RS-US	ea.	<u>\$8.00</u>	ELDERLEE
11dd		BEAT Box Terminal Reflector (R or L)			ea.	<u>\$80.00</u>	ELDERLEE
11ee		% off BEAT Box items not listed above		BEAT-RS-US	%	<u>0</u>	ELDERLEE
		BEAT-SSCC Single Sided Crash Cushion					

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
12		Road System					
12a		Complete System (All Parts)		BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12b		Box Beam Impact Head	B3000	BEAT-SSCC-RS	ea.	<u>\$2,800.00</u>	ELDERLEE
12c		Upper First Post W6x9 1'-9 1/2" LG.	BEAT-UP	BEAT-SSCC-RS	ea.	<u>\$600.00</u>	ELDERLEE
12d		Lower First Post W6x15 x 8'-0" LG.	BEAT-LP	BEAT-SSCC-RS	ea.	<u>\$945.00</u>	ELDERLEE
12e		Support Bracket L4x2 x4" LG.	BEAT-SB	BEAT-SSCC-RS	ea.	<u>\$156.00</u>	ELDERLEE
12f		Post Breaker Welded TS2x2x1/4"	BEAT-PB	BEAT-SSCC-RS	ea.	<u>\$250.00</u>	ELDERLEE
12g		Cable Anchor Assembly	E770	BEAT-SSCC-RS	ea.	<u>\$228.00</u>	ELDERLEE
12h		Cable Anchor Bearing Plate	E750	BEAT-SSCC-RS	ea.	<u>\$117.00</u>	ELDERLEE
12i		End Tube Rail TS6x6x1/8 x 8'-0" LG.	B-SS102	BEAT-SSCC-RS	ea.	<u>\$2,880.00</u>	ELDERLEE
12j		Steel Breakaway Line Post W6x9 x 6' LG.	PB621	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12k		Support Bracket w/ Blockout TS6x6 w/Bent PL.	B-SS104	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12l		Second Rail x 16'-2 1/2" LG.	B-SS106	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12m		Transition Blockout x 5' - 6 3/16" LG.	B-SS108	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12n		Trans. Support Bracket 3/16" Bent PL.w/Gusset	B-SS110	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12o		Bent End Splice	BP-SC	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12p		1" Square Washer PL. 4x4x1/4"	B-SS112	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12q		Anchor Rail x 8'-6 13/16" LG.	B-SS114	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12r		Splice Plate 10" x 10" x 3/8"	B-SS116	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12s		3/8" Galv. Cable x 20'-0"	C3820	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12t		Tie Plate PL. 11 1/2 x 3 1/2 x 3/16"	B-SS120	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12u		Spacer (Omit on 90 Degree Wall)	B-SS122	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12v		1/4" x 3" Hex Bolt Grade 2	B140304	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12w		1/4" Hex Nut	N014	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12x		1/4" Washer	W014	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12y		5/16" x 7 1/2" hex Bolt Grade 5	B51607504A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12z		5/16" Hex Nut	NO516	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12aa		5/16" Washer	WO516	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12bb		1/2" x 2" Hex Nut	B120204	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12cc		1/2" x 5" Hex Nut Grade 5	B120504A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
12dd		1/2" Hex Nut	N012	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ee		1/2" Washer	W012	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ff		5/8" x 1 1/2" Hex Bolt	B580154	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12gg		5/8" Recess Nut	N050	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12hh		5/8" x 2" Hex Bolt Grade 5	B580204A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ii		5/8" x 3" Hex Bolt Grade 5	B580304A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12jj		5/8" x 6" Hex Bolt Grade 5	B580604A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12kk		5/8" x 8" Hex Bolt Grade 5	B580804A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ll		5/8" x 9" Hex Bolt Grade 5	B580904A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12mm		5/8" Hex Nut	N055	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12nn		5/8" Washer	W050	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12oo		1" x 16" Hex Bolt Grade 5 (Length Varies)	B101604A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12pp		1" Hex Nut Grade 5	N100A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12qq		1" Washer Grade 5	W100A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12rr		Cable Tie	CT100	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>	
12ss		Box Beam Reflector (R or L)			ea.	<u>\$80.00</u>	ELDERLEE
12tt		% off BEAT-SSCC items not listed above*			%	<u>0</u>	ELDERLEE
13		BEAT - MT - Beam Median Terminal Road Systems					
13a		Complete System (All Parts)		BEAT-MT-RS	ea.	<u>\$5,600.00</u>	ELDERLEE
13b		W6 x 15 x 8'-0" Long (lower first post)	A	BEAT-MT-RS	ea.	<u>\$945.00</u>	ELDERLEE
13c		W6 x 9 1'-9 1/2" LG. (upper first post)	B	BEAT-MT-RS	ea.	<u>\$600.00</u>	ELDERLEE
13d		Support Bracket 10 gage bent plate	C	BEAT-MT-RS	ea.	<u>\$105.00</u>	ELDERLEE
13e		Post Breaker	D	BEAT-MT-RS	ea.	<u>\$250.00</u>	ELDERLEE
13f		End Tube Rail TS6x6x1/8 x 12'-0" LG.	E	BEAT-MT-RS	ea.	<u>\$2,880.00</u>	ELDERLEE
13g		Cable Assembly	F	BEAT-MT-RS	ea.	<u>\$228.00</u>	ELDERLEE
13h		Bearing Plate-5/8"x 8"x 8"	G	BEAT-MT-RS	ea.	<u>\$117.00</u>	ELDERLEE
13i		Box Beam Head	H	BEAT-MT-RS	ea.	<u>\$2,800.00</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
13j		Median Barrier Support Bracket	I	BEAT-MT-RS	ea.	<u>\$156.00</u>	ELDERLEE
13k		Weak Box Beam Post w/Soil Plate	J	BEAT-MT-RS	ea.	<u>\$500.00</u>	ELDERLEE
13l		End Tube Splice Channel	K	BEAT-MT-RS	ea.	<u>\$160.00</u>	ELDERLEE
13m		TS6x6 to 6x8 Connection Sleeve	L	BEAT-MT-RS	ea.	<u>\$375.00</u>	ELDERLEE
13n		3/8" Galv. Cable x 20'-0"	M	BEAT-MT-RS	ea.	<u>\$250.00</u>	ELDERLEE
13o		2nd Rail TS6x6x3/16 x 18'-0" LG.	N	BEAT-MT-RS	ea.	<u>\$3,280.00</u>	ELDERLEE
13p		1/4 x 3" LG. Grade 2 Bolt	a	BEAT-MT-RS	ea.	<u>\$11.60</u>	ELDERLEE
13q		5/16 x 7 1/2" LG. Grade 5 Bolt	b	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13r		1/2 x 2" LG. Grade 2 Bolt	c	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13s		1/2 x 5" LG. Grade 5 Bolt	d	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13t		5/8 x 2" LG. Grade 5 Bolt	e	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13u		5/8" x 3" LG. Grade 5 Bolt	f	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13v		5/8 x 6" LG. Grade 5 Bolt	g	BEAT-MT-RS	ea.	<u>\$30.00</u>	ELDERLEE
13w		5/8 x 7" LG. Grade 5 Bolt	h	BEAT-MT-RS	ea.	<u>\$33.00</u>	ELDERLEE
13x		5/8 x 8" LG. Grade 5 Bolt	j	BEAT-MT-RS	ea.	<u>\$35.00</u>	ELDERLEE
13y		3/4 x 1 1/2" LG. Grade 2 Bolt	k	BEAT-MT-RS	ea.	<u>\$26.00</u>	ELDERLEE
13z		1/4" Hex Nut	m	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE
13aa		5/16" Hex Nut	n	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE
13bb		1/2" Hex Nut	p	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE
13cc		5/8" Hex Nut	q	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE
13dd		3/4" Hex Nut	r	BEAT-MT-RS	ea.	<u>\$6.00</u>	ELDERLEE
13ee		1" Anchor Cable Hex Nut	s	BEAT-MT-RS	ea.	<u>\$14.00</u>	ELDERLEE
13ff		1/4" Washer	t	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13gg		5/16" Washer	u	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13hh		1/2" Washer	v	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13ii		5/8" Washer	w	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13jj		3/4" Washer	x	BEAT-MT-RS	ea.	<u>\$3.00</u>	ELDERLEE
13kk		1" Anchor Cable Washer	y	BEAT-MT-RS	ea.	<u>\$8.00</u>	ELDERLEE
13ll		Cable Tie	z	BEAT-MT-RS	ea.	<u>\$22.00</u>	ELDERLEE
13mm		BEAT-MT BOX Reflector (R, M or L)			ea.	<u>\$80.00</u>	ELDERLEE
13nn		% off BEAT-MT-BOX items not listed above			%	<u>0%</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
14		QuadGuard Family					
14a		LMC Fender Panel Assembly-Quad Beam 24"/30"/36"	35400400000		ea.	\$720.47	TRANSP0
14b		Cartridge - Assembly Type I	35400100000		ea.	\$745.00	TRANSP0
14c		Cartridge - Assembly Type II	35400200000		ea.	\$783.00	TRANSP0
14d		24"/30"/36"	27602920000		ea.	\$45.43	TRANSP0
14e		Diaphragm Assembly 3"-9"	35403401153		ea.	\$1,700.70	TRANSP0
14f		Diaphragm Assembly 3"-0"	35403400913		ea.	\$1,549.73	TRANSP0
14g		Hinge Plate - Fender Panel 60"/90"	27604350000		ea.	\$83.83	TRANSP0
14h		36"/69"/90"	27600910000		ea.	NO AWARD	
14i		Monorail Guide	27600910000		ea.	\$103.88	TRANSP0
14j		Mushroom Washer	27088410000		ea.	\$43.68	TRANSP0
14k		Mushroom Washer Assembly	2708841A000		ea.	\$74.34	TRANSP0
14l		Yellow Nose Assembly 24"/30"/36"	35400500100		ea.	\$685.00	TRANSP0
14m		Yellow Nose Assembly 69"/90"	35401310100		ea.	\$685.00	TRANSP0
14n		QuadGuard Reflector (R, M or L)			ea.	NO AWARD	
14o		% off Quadguard items not listed above			%	2%	TRANSP0
15		Smart Cushion Innovations Crash Cushion SC1-100GM					
15a		Complete System (All Parts)		Appendix D	ea.	\$ 22,700.00	Impact Absorption
15b		Front Sled	1	Appendix D	ea.	\$ 12,502.00	Impact Absorption
15c		Cable Assembly	2	Appendix D	ea.	NO AWARD	
15d		Sled Panel	5	Appendix D	ea.	\$ 526.00	Impact Absorption
15e		Terminal Brace	7	Appendix D	ea.	\$ 475.00	Impact Absorption
15f		Anchor Bolt	9	Appendix D	ea.	\$ 17.00	Impact Absorption
15g		Side Panels	12	Appendix D	ea.	\$ 238.00	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
15h		Mobile Sheave Asbly	14	Appendix D	ea.	NO AWARD	
15i		Cable Adjuster Bolt	17	Appendix D	ea.	NO AWARD	
15j		Mobile Frames 1-6	18-23	Appendix D	ea.	\$ 446.00	Impact Absorption
15k		Cylinder	26	Appendix D	ea.	NO AWARD	
15l		Rear Panel	27	Appendix D	ea.	\$ 207.00	Impact Absorption
15m		Sled Side Keeper	8	Appendix D	ea.	\$ 28.00	Impact Absorption
15n		Center Side Keeper	6	Appendix D	ea.	\$ 31.00	Impact Absorption
15o		Rear Side Keeper	29	Appendix D	ea.	\$ 28.00	Impact Absorption
15p		Installed		Appendix E2	ea.	NO AWARD	
15q		Gore Assembly Complete to Brace #5	275288	Appendix F	ea.	\$ 6,792.00	Impact Absorption
15r		Transition Thrie 10 Degree Flare Right	275304	Appendix F	ea.	\$ 1,389.00	Impact Absorption
15s		Transition Thrie 10 Degree Flare Left	275306	Appendix F	ea.	\$ 1,389.00	Impact Absorption
15t		Transition Concrete Spanner Brace	275291	Appendix F	ea.	\$ 1,040.00	Impact Absorption
15u		Transition Concrete #1 Spanner Brace	275290	Appendix F	ea.	\$ 1,405.00	Impact Absorption
15v		Transition Gore Tapered #1 Spanner Brace	275292	Appendix F	ea.	\$ 1,086.00	Impact Absorption
15w		Transition Gore Tapered #2 Spanner Brace	275293	Appendix F	ea.	\$ 998.00	Impact Absorption
15x		Thrie Beam Concrete Leg Brace	270765	Appendix F	ea.	\$ 867.00	Impact Absorption
15y		Thrie Beam Blockout AASHTO PWB02	265244	Appendix F	ea.	\$ 114.00	Impact Absorption
15z		3/4" Hex Bolt - 10 NC x 2	2	Appendix G2	ea.	\$ 7.00	Impact Absorption
15aa		Heavy Hex Nut 3/4" - 10 NC	3	Appendix G2	ea.	\$ 5.00	Impact Absorption
15bb		Lockwasher 3/4"	4	Appendix G2	ea.	\$ 2.50	Impact Absorption
15cc		Flat Washer 3/4"	5	Appendix G2	ea.	\$ 2.00	Impact Absorption
15dd		Drop0-In Anchor 3/4" - 10NC x 3"	6	Appendix G2	ea.	\$ 7.00	Impact Absorption
15ee		Transition Jersey Barrier Right	275297	Appendix G2	ea.	\$ 1,501.00	Impact Absorption
15ff		Transition Jersey Barrier Left	275294	Appendix G2	ea.	\$ 1,501.00	Impact Absorption
15gg		SCI-100GM Reflector (R, M or L)				\$ 191.00	Impact Absorption
15hh		% off SCI-100GM items not listed above		Appendix F	%	2%	Impact Absorption
		Trinity Attenuating Crash Cushion					

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
16		TRACC					
16a		TRACC UNIT (Fully Assembled)	25980A	SS 1003	ea.	<u>\$15,033.20</u>	TRANSPO
16b		5/8" Lockwasher	3310G	SS 1003	ea.	<u>\$0.85</u>	TRANSPO
16c		5/8" x 6" Wedge Exp Anchor	4451G	SS 1003	ea.	<u>\$10.95</u>	TRANSPO
16d		Reflective Tape	6825B	SS 1003	ea.	<u>\$136.15</u>	TRANSPO
16e		Plastic Nosepiece	6532B	SS 1003	ea.	<u>\$253.95</u>	TRANSPO
16f		5/8" x 7 1/16" Anchor Stud	5204G	SS 1003	ea.	<u>\$19.00</u>	TRANSPO
16g		5/8" Lockwasher	3310G	SS 1003	ea.	<u>\$0.85</u>	TRANSPO
16h		5/8" Hex Nut	3361G	SS 1003	ea.	<u>\$3.04</u>	TRANSPO
16i		5/8" Flat Washer	3300G	SS 1003	ea.	<u>\$2.67</u>	TRANSPO
16j		Adhesive HIT HY 150 Cartridge	5206B	SS 1003	ea.	<u>\$39.20</u>	TRANSPO
16k		TRACC Reflector (R, M or L)			ea.	<u>NO AWARD</u>	
16l		% off TRACC items not listed above		FLT-SP-37	%	<u>2%</u>	TRANSPO
17		Reusable Energy Absorbing Crash Cushion REACT-350					
17a		REACT UNIT (Fully Assembled)		6 Cyl TL-3 REACT	ea.	<u>\$40,101.60</u>	TRANSPO
17b		Cylinder	1	6 Cyl TL-3 REACT	ea.	<u>\$2,853.56</u>	TRANSPO
17c		Base Track	2	6 Cyl TL-3 REACT	ea.	<u>\$20,600.00</u>	TRANSPO
17d		Back up	3	6 Cyl TL-3 REACT	ea.	<u>\$18,500.00</u>	TRANSPO
17e		Cable	4	6 Cyl TL-3 REACT	ea.	<u>\$1,435.00</u>	TRANSPO
17f		Stabilizer Chain	5	6 Cyl TL-3 REACT	ea.	<u>\$34.07</u>	TRANSPO
17g		Reflective Nose Cover	6	6 Cyl TL-3 REACT	ea.	<u>\$367.17</u>	TRANSPO
17h		REACT Reflector (R, M or L)			ea.	<u>NO AWARD</u>	
17i		% off TRACC items not listed above		6 Cyl TL-3 REACT	%	<u>2%</u>	TRANSPO
		CAT-350 NCHRP Report 350 (TL-3)					

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
18		(Angle Strut Version Trinity Highway					
18a		Complete System (All Parts)		SS - 546	ea.	<u>\$4,150.00</u>	ELDERLEE
18b		12/12'6/0 CAT (Guardrail)	31G	SS - 546	ea.	<u>\$621.00</u>	ELDERLEE
18c		10/12'6/5'10:6'8/SP CAT (Guardrail)	130A	SS - 546	ea.	<u>\$775.00</u>	ELDERLEE
18d		2" x 5 1/2" Pipe	705G	SS - 546	ea.	<u>\$65.00</u>	ELDERLEE
18e		8" x 6" x 6"-0" Tube Sleeve	749G	SS - 546	ea.	<u>\$354.00</u>	ELDERLEE
18f		5/8" x 8" x 8" Bearing Plate	782G	SS - 546	ea.	<u>\$70.00</u>	ELDERLEE
18g		10/Nose Plate/CAT/Rolled	983G	SS - 546	ea.	<u>\$480.00</u>	ELDERLEE
18h		10/Side Plate CAT	984G	SS - 546	ea.	<u>\$325.00</u>	ELDERLEE
18i		Cable 3/4 x 8'0/DBL SWG	3012G	SS - 546	ea.	<u>\$606.00</u>	ELDERLEE
18j		WD 3'6 Post #2 CAT	3074B	SS - 546	ea.	<u>\$150.00</u>	ELDERLEE
18k		WD 3'6 Post #1 CAT	3075B	SS - 546	ea.	<u>\$97.00</u>	ELDERLEE
18l		WD Block 1'2 #1 CAT	3100B	SS - 546	ea.	<u>\$43.00</u>	ELDERLEE
18m		WD Block 1'2 #2-6 CAT	3101B	SS - 546	ea.	<u>\$52.00</u>	ELDERLEE
18n		WD 6'0 Post #3, 4, 5, 6 CAT	3118B	SS - 546	ea.	<u>\$206.50</u>	ELDERLEE
18o		3/8" Flat Washer	3255G	SS - 546	ea.	<u>\$6.00</u>	ELDERLEE
18p		3/8" Dia. x 2" Lag Screw	3263G	SS - 546	ea.	<u>\$11.25</u>	ELDERLEE
18q		3/8" Dia. 24 1/2" Restraint Rod	3275G	SS - 546	ea.	<u>\$27.30</u>	ELDERLEE
18r		5/8" Flat Washer	3300G	SS - 546	ea.	<u>\$12.00</u>	ELDERLEE
18s		3/16" x 1 3/4" x 3" Rect Washer	3320G	SS - 546	ea.	<u>\$8.00</u>	ELDERLEE
18t		5/8" G.R. Nut	3340G	SS - 546	ea.	<u>\$2.30</u>	ELDERLEE
18u		5/8" Dia. x 1 1/4" G.R. Bolt	275290	3360G	ea.	<u>\$2.50</u>	ELDERLEE
18v		5/8" Dia. x 1 1/2" Hex Bolt	275292	3380G	ea.	<u>\$4.10</u>	ELDERLEE
18w		5/8" Dia. x 1 3/4" Hex Bolt CAT	275293	3395G	ea.	<u>\$15.60</u>	ELDERLEE
18x		5/8" Dia. x 7 1/2" Hex Bolt	270765	3478G	ea.	<u>\$13.10</u>	ELDERLEE
18y		5/8" Dia. x 25" G.R. Bolt	265244	3650G	ea.	<u>\$41.25</u>	ELDERLEE
18z		3/4" Flat Washer	2	3701G	ea.	<u>\$5.00</u>	ELDERLEE
18aa		3/4" Hex HD Nut	3	3704G	ea.	<u>\$6.40</u>	ELDERLEE
18bb		1" Flat Washer	4	3900G	ea.	<u>\$4.90</u>	ELDERLEE
18cc		1" Hex Nut	5	3910G	ea.	<u>\$10.50</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
18dd		3/8" Hex Nut	6	4252G	ea.	<u>\$5.00</u>	ELDERLEE
18ee		3/8" Lock Washer	275297	4258G	ea.	<u>\$5.00</u>	ELDERLEE
18ff		5/8" Dia. x 24" Hex Bolt	4640G	SS - 546	ea.	<u>\$34.80</u>	ELDERLEE
18gg		3/4" Dia. x 9 1/2" Hex HD Bolt	5148G	SS - 546	ea.	<u>\$44.50</u>	ELDERLEE
18hh		Spacer Channel CAT	9915A	SS - 546	ea.	<u>\$620.00</u>	ELDERLEE
18ii		10/Bent Plate Sleeve	9916A	SS - 546	ea.	<u>\$215.00</u>	ELDERLEE
18jj		6" Sleeve 6 x 8	9921G	SS - 546	ea.	<u>\$105.00</u>	ELDERLEE
18kk		3/16" x 2" x 10" Plate Washer	19259G	SS - 546	ea.	<u>\$27.00</u>	ELDERLEE
18ll		1/2 x 3 x 7 Post Plate	19261G	SS - 546	ea.	<u>\$70.00</u>	ELDERLEE
18mm		1" x 2 1/2" Pipe Sleeve CAT	19271G	SS - 546	ea.	<u>\$40.00</u>	ELDERLEE
18nn		HBA Strut 3" x 3" x 6'-6"	33875G	SS - 546	ea.	<u>\$210.00</u>	ELDERLEE
18oo		CAT Reflector (R, M or L)		SS - 546	ea.	<u>\$98.00</u>	ELDERLEE
18pp		% off CAT-350 (Angle Strut) items not listed		SS - 546	%	<u>0</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
19		CAT-350 NCHRP Report 350 (TL-3) (Angle Strut Version Trinity Highway					
19a		Complete System (All Parts)		SS- 245	ea.	<u>\$4,675.00</u>	ELDERLEE
19b		12/12'6/0 CAT (GUARDRAIL)	31G	SS- 245	ea.	<u>\$621.00</u>	ELDERLEE
19c		10/12'6/5'10:6'8/SP CAT GUARDRAIL	130A	SS- 245	ea.	<u>\$775.00</u>	ELDERLEE
19d		2" x 5 1/2" Pipe	705G	SS- 245	ea.	<u>\$65.00</u>	ELDERLEE
19e		4'6 TUBE SLEEVE	740G	SS- 245	ea.	<u>\$320.00</u>	ELDERLEE
19f		1/4 x 18 x 24 Soil Plate	769G	SS- 245	ea.	<u>\$146.00</u>	ELDERLEE
19g		5/8" x 8" x 8" Bearing Plate	782G	SS- 245	ea.	<u>\$70.00</u>	ELDERLEE
19h		10 /NOSE PLATE/ CAT/ ROLLED	983G	SS- 245	ea.	<u>\$480.00</u>	ELDERLEE
19i		10/Side Plate CAT	984G	SS- 245	ea.	<u>\$325.00</u>	ELDERLEE
19j		CABLE 3/4" x 8'0" DBL SWG	3012G	SS- 245	ea.	<u>\$606.00</u>	ELDERLEE
19k		WD 3'6 POST#2, 3, 4, 5, 6 CAT	3074B	SS- 245	ea.	<u>\$150.00</u>	ELDERLEE
19l		WD 3'6 POST #1 CAT	3075B	SS- 245	ea.	<u>\$97.00</u>	ELDERLEE
19m		WD BLOCK 1'2" #1 CAT	3100B	SS- 245	ea.	<u>\$43.00</u>	ELDERLEE
19n		WD BLOCK 1'2" #2-6 CAT	3101B	SS- 245	ea.	<u>\$52.00</u>	ELDERLEE
19o		3/8" FLAT WASHER	3255G	SS- 245	ea.	<u>\$6.00</u>	ELDERLEE
19p		3/8" DIA X 2" LAG SCREW	3263G	SS- 245	ea.	<u>\$11.25</u>	ELDERLEE
19q		3/8" DIA. X 24 1/2" RESTRAINT ROD	3275G	SS- 245	ea.	<u>\$27.30</u>	ELDERLEE
19r		5/8" FLAT WASHER	3300G	SS- 245	ea.	<u>\$12.00</u>	ELDERLEE
19s		3/16" x 1 3/4" x 3" Rect Washer	3320G	SS- 245	ea.	<u>\$8.00</u>	ELDERLEE
19t		5/8" G.R. Nut	3340G	SS- 245	ea.	<u>\$2.30</u>	ELDERLEE
19u		5/8" Dia. x 1 1/4" G.R. Bolt	3360G	SS- 245	ea.	<u>\$2.50</u>	ELDERLEE
19v		5/8" Dia. x 1 1/2" Hex Bolt	3380G	SS- 245	ea.	<u>\$4.10</u>	ELDERLEE
19w		5/8" Dia. x 1 3/4" Hex Bolt CAT	3395G	SS- 245	ea.	<u>\$15.60</u>	ELDERLEE
19x		5/8" Dia. x 7 1/2" Hex Bolt	3478G	SS- 245	ea.	<u>13.10</u>	ELDERLEE
19y		5/8" Dia. x 9 1/2" Hex Bolt	3497G	SS- 245	ea.	<u>16.95</u>	ELDERLEE
19z		5/8" Dia. x 25" G.R. Bolt	3650G	SS- 245	ea.	<u>41.25</u>	ELDERLEE
19aa		1" Flat Washer	3900G	SS- 245	ea.	<u>4.90</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
19bb		1" Hex Nut	3910G	SS- 245	ea.	<u>10.50</u>	ELDERLEE
19cc		3/8" Hex Nut	4252G	SS- 245	ea.	<u>5.00</u>	ELDERLEE
19dd		3/8" Lock Washer	4258G	SS- 245	ea.	<u>5.00</u>	ELDERLEE
19ee		5/8" Dia. x 24" Hex Bolt	4640G	SS- 245	ea.	<u>34.80</u>	ELDERLEE
19ff		Channel Strut x 6'-6"	9852A	SS- 245	ea.	<u>405.00</u>	ELDERLEE
19gg		Spacer Channel CAT	9915A	SS- 245	ea.	<u>620.00</u>	ELDERLEE
19hh		10/Bent Plate Sleeve	9916A	SS- 245	ea.	<u>215.00</u>	ELDERLEE
19ii		6" Sleeve 6 x 8	9921G	SS- 245	ea.	<u>105.00</u>	ELDERLEE
19jj		3/16" x 2" x 10" Plate Washer	19259G	SS- 245	ea.	<u>27.00</u>	ELDERLEE
19kk		1/2 x 3 x 7 Post Plate	19261G	SS- 245	ea.	<u>70.00</u>	ELDERLEE
19ll		1" x 2 1/2" Pipe Sleeve CAT	19271G	SS- 245	ea.	<u>40.00</u>	ELDERLEE
19mm		CAT Reflector (R, M or L)			ea.	<u>98.00</u>	ELDERLEE
19nn		% off CAT-350 items not listed above		SS- 245	%	<u>0</u>	ELDERLEE
		CAT Transition to Shoulder Guardrail Trinity Highway					
20							
20a		Complete System (All Parts)		SS 220	ea.	<u>\$1,777.25</u>	ELDERLEE
20b		12/12'6/6'3/S Guardrail	9G	SS 220	ea.	<u>\$315.00</u>	ELDERLEE
20c		12/12'6/6'3/9H-CA/S Guardrail	21G	SS 220	ea.	<u>\$415.00</u>	ELDERLEE
20d		W6 x 8.5 # x 6'-0" Post	533G	SS 220	ea.	<u>\$99.50</u>	ELDERLEE
20e		1/4 x 11 3/4 x 16 ANCH BKT	701A	SS 220	ea.	<u>\$155.00</u>	ELDERLEE
20f		2 x 5 1/2 Pipe Sleeve	705G	SS 220	ea.	<u>\$45.00</u>	ELDERLEE
20g		5/8 x 8 x 8 Bearing PLT	782G	SS 220	ea.	<u>\$70.00</u>	ELDERLEE
20h		3/4 x 6'6/DBL SWG Cable	3000G	SS 220	ea.	<u>\$235.00</u>	ELDERLEE
20i		5/8" RD Washer	3300G	SS 220	ea.	<u>\$12.00</u>	ELDERLEE
20j		3/16 x 1 3/4 x 3 PLT WSHR	3320G	SS 220	ea.	<u>\$8.00</u>	ELDERLEE
20k		5/8" H.G.R. Nut	3340G	SS 220	ea.	<u>\$2.30</u>	ELDERLEE
20l		5/8" Dia. x 1 1/4" H.G. R. Splice Bolt	3360G	SS 220	ea.	<u>\$2.50</u>	ELDERLEE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
20m		5/8" Dia. x 1 1/2" HEX HD Bolt	3380G	SS 220	ea.	\$4.10	ELDERLEE
20n		5/8" Dia. x 10" H.G. R. Post Bolt	3500G	SS 220	ea.	\$10.50	ELDERLEE
20o		1" Washer	3900G	SS 220	ea.	\$4.90	ELDERLEE
20p		1" Hex Nut	3910G	SS 220	ea.	\$10.50	ELDERLEE
20q		WD Block 6" x 8" x 1'-2" Routed	4076B	SS 220	ea.	\$55.00	ELDERLEE
20r		3 7/8 x 6 Pipe Sleeve	19807G	SS 220	ea.	NO AWARD	
20s		% off CAT Transition items not listed above*		SS 220	%		ELDERLEE
21		MAX Tension Median - Test Level 3 Barrier Systems by Lindsay					
21a		Complete System (All Parts)	BSI-1801139-KT	MM3SIS8C8	ea.	\$ 6,375.00	Impact Absorption
21b		Line Post, X-Lite, Galv.	BSI-1012078-00	MM3SIS8C8	ea.	NO AWARD	
21c		Post, I-BEAM, W 6 x 9, 6ft Galvanized	BSI-1610063-00	MM3SIS8C8	ea.	\$ 219.24	Impact Absorption
21d		Post 2, Crimped and Notched	BSI-1705026-00	MM3SIS8C8	ea.	NO AWARD	
21e		Ground Strut, Galvanized	BSI-1610061-00	MM3SIS8C8	ea.	\$ 349.02	Impact Absorption
21f		Soil Anchor, Galvanized	BSI-1610060-00	MM3SIS8C8	ea.	\$ 328.60	Impact Absorption
21g		W-Beam Guardrail, 4 -Space, (RWM04a), 12 Gauge	B090534	MM3SIS8C8	ea.	\$ 258.69	Impact Absorption
21h		Impact Head, Chase Threads, Median	BSI-1711005-00	MM3SIS8C8	ea.	\$ 1,566.18	Impact Absorption
21i		TSS Panel, Galvanized	BSI-1610064-00	MM3SIS8C8	ea.	\$ 207.90	Impact Absorption
21j		ISS Panel, Galvanized	BSI-1610065-00	MM3SIS8C8	ea.	\$ 272.30	Impact Absorption
21k		RSS Plate, Galvanized	BSI-1610067-00	MM3SIS8C8	ea.	\$ 123.87	Impact Absorption
21l		Cable Friction Plate, HeadUnit	B061058	MM3SIS8C8	ea.	\$ 143.64	Impact Absorption
21m		26'-6" Cable Assembly, Max-Tension Median	BSI-1703105-00	MM3SIS8C8	ea.	\$ 427.39	Impact Absorption
21n		Cable Assembly MAX Tension	BSI-1610069-00	MM3SIS8C8	ea.	\$ 464.94	Impact Absorption
21o		Delineator Bracket, Median Impact Head	BSI-1706010-00	MM3SIS8C8	ea.	\$ 35.28	Impact Absorption
21p		W-Beam Composite, Blockout 8 in XT110	B090534	MM3SIS8C8	ea.	\$ 10.34	Impact Absorption
21q		Tooth, Geomet	BSI-1610066-00	MM3SIS8C8	ea.	\$ 50.86	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
21r		Rec. Washer, STD	4002051	MM3SIS8C8	ea.	\$ 2.87	Impact Absorption
21s		Washer, Square, X-Lite	BSI-1102027-00	MM3SIS8C8	ea.	\$ 3.55	Impact Absorption
21t		Bolt CH 5/8-11 x 7, 2 in Threas Gr5 Geomet	BSI-2001886	MM3SIS8C8	ea.	\$ 13.60	Impact Absorption
21u		Bolt HH 3/4-10 x 3, Fully Threaded, GR5, Geomet	BSI-2001885	MM3SIS8C8	ea.	\$ 18.28	Impact Absorption
21v		Guardrail Nut Recessed 5/8-11, Gr2 Mgal	4001116	MM3SIS8C8	ea.	\$ 4.53	Impact Absorption
21w		Washer 5/8 F436 Struct MGAL	2001636	MM3SIS8C8	ea.	\$ 0.37	Impact Absorption
21x		Bolt CH 5/8-11 x 2 Fully Threaded, Gr5 Geomet	BSI-2001888	MM3SIS8C8	ea.	\$ 17.59	Impact Absorption
21y		Screw SD, HH 1/4-20 x 3/4, 410 SS	BSI-2001887	MM3SIS8C8	ea.	\$ 1.73	Impact Absorption
21z		Panel Hanger, Galvanized	BSI-1707029-00	MM3SIS8C8	ea.	\$ 11.34	Impact Absorption
21aa		5/8 Cable Clamp, Galv.	BSI-4004455	MM3SIS8C8	ea.	\$ 28.35	Impact Absorption
21bb		Max Tension Median TL3 Guardrail Splice HW Kit	BSI-1801140-KT	MM3SIS8C8	ea.	NO AWARD	
21cc		Guard Rail Bolt 5/8-11 x 1 1/4, Gr2 Mgal	4001115	MM3SIS8C8	ea.	\$ 4.53	Impact Absorption
21dd		Max Tension Median TL3 Guardrail Post HW Kit	BSI-1801141-KT	MM3SIS8C8	ea.	NO AWARD	
21ee		Guardrail Bolt 5/8-11 x 10 Gr2 Mgal	2001840	MM3SIS8C8	ea.	\$ 6.93	Impact Absorption
21ff		MAX-Tension Median Reflector (R, M or L)				NO AWARD	
21gg		% off MAX- Tension items not listed above		MM3SIS8C8	%	NO AWARD	
22		Universal TAU-II Crash Cushion Barrier System by Lindsay					
22a		Complete System (All Parts)		B050606	ea.	NO AWARD	
22b		Flush Mount Backstop	B040216/040214	B050606	ea.	\$ 617.00	Impact Absorption
22c		Wide Flange Backstop	B030668	B050606	ea.	\$ 1,928.00	Impact Absorption
22d		Compact Backstop	B040430	B050606	ea.	\$ 5,298.00	Impact Absorption
22e		Compact Backstop with Asphalt Support		B050606	ea.	NO AWARD	
22f		PCB Backstop	B040425	B050606	ea.	\$ 1,105.00	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
22g		PCB Backstop wi Cable Anchor & Barrier Support		B050606	ea.	NO AWARD	
22h		Nose Piece - Wide (Rivet Kit)	K001034	B050606	ea.	\$ 1,235.00	Impact Absorption
22i		Nose Piece - Parallel	B030516	B050606	ea.	\$ 847.00	Impact Absorption
22j		Nose Piece - Parallel (Hardware Kit)	K001013	B050606	ea.	\$ 170.00	Impact Absorption
22k		Energy Absorbing Cartridge Type A	B010802	B050606	ea.	\$ 741.00	Impact Absorption
22l		Energy Absorbing Cartridge Type B	B010722	B050606	ea.	\$ 741.00	Impact Absorption
22m		Wide Cable		B050606	ea.	NO AWARD	
22n		Parallel Cable		B050606	ea.	NO AWARD	
22o		Front Cable Anchor - Reverse	B040412	B050606	ea.	\$ 567.00	Impact Absorption
22p		Front Cable Anchor - Universal Cable	B030935	B050606	ea.	\$ 745.00	Impact Absorption
22q		Front Cable Anchor - Compact Cable	B010248	B050606	ea.	\$ 745.00	Impact Absorption
22r		Rear Cable Anchor - Independent	B030938	B050606	ea.	\$ 1,105.00	Impact Absorption
22s		Rear Cable Anchor - Backstop Mount	B031020	B050606	ea.	\$ 926.00	Impact Absorption
22t		Front Cable Anchor - Asphalt Anchor	B020425	B050606	ea.	\$ 2,854.00	Impact Absorption
22u		Cable Key Front	B040501	B050606	ea.	\$ 41.00	Impact Absorption
22v		Cable Key	B030942	B050606	ea.	\$ 53.00	Impact Absorption
22w		Sliding Panel	B010202	B050606	ea.	\$ 486.00	Impact Absorption
22x		End Panel	B010659	B050606	ea.	\$ 324.00	Impact Absorption
22y		Angled End Panel	B040203	B050606	ea.	\$ 886.00	Impact Absorption
22z		XL Bulkhead	B030521	B050606	ea.	\$ 1,123.00	Impact Absorption
22aa		XXL Bulkhead	B030528	B050606	ea.	\$ 1,747.00	Impact Absorption
22bb		XXXL Bulkhead	B030529	B050606	ea.	\$ 3,154.00	Impact Absorption
22cc		Middle Support	B030703	B050606	ea.	\$ 2,178.00	Impact Absorption
22dd		Front Support	B030704	B050606	ea.	\$ 1,634.00	Impact Absorption
22ee		Leg Kit	K001005	B050606	ea.	\$ 221.00	Impact Absorption
22ff		Wing Assembly	B030509	B050606	ea.	\$ 886.00	Impact Absorption
22gg		Transition Wing Assy.	B030910	B050606	ea.	\$ 886.00	Impact Absorption
22hh		36" Adapter Assy	B031201	B050606	ea.	\$ 668.00	Impact Absorption
22ii		Leg	B030425	B050606	ea.	\$ 111.00	Impact Absorption
22jj		Bumper Assembly	B031035	B050606	ea.	\$ 146.00	Impact Absorption
22kk		Pipe Panel Mount	B010651	B050606	ea.	\$ 219.00	Impact Absorption

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price	Awarded Contractor
22ll		Pipe Panel Mount Hardware Kit	K001017	B050606	ea.	\$ 108.00	Impact Absorption
22mm		Backstop Blockout - Wide	B030713	B050606	ea.	\$ 720.00	Impact Absorption
22nn		Front Collision Plate -Wide	B030801	B050606	ea.	\$ 274.00	Impact Absorption
22oo		Wing Brace - Wide	B030821	B050606	ea.	\$ 75.00	Impact Absorption
22pp		Spacer - Wing Brace - Wide	B030823	B050606	ea.	\$ 53.00	Impact Absorption
22qq		Level Spacer	B030551	B050606	ea.	\$ 26.00	Impact Absorption
22rr		EAC locator Kit	K001028	B050606	ea.	\$ 161.00	Impact Absorption
22ss		Slider Assembly Kit	K001003	B050606	ea.	\$ 544.00	Impact Absorption
22tt		Leg Adapter - Wide	A040223	B050606	ea.	\$ 41.00	Impact Absorption
22uu		Backing Plate - Wide	B030543	B050606	ea.	\$ 12.00	Impact Absorption
22vv		Lateral Support Mount (Backstop Mount - Wide)	B031011	B050606	ea.	\$ 166.00	Impact Absorption
22ww		Lateral Support Cable Assembly Kit	K001031	B050606	ea.	\$ 4,116.00	Impact Absorption
22xx		Bulkhead Mount Lateral Support - Wide	B031010	B050606	ea.	\$ 53.00	Impact Absorption
22yy		Cable Guide Mounting Plate - Wide	B030411	B050606	ea.	\$ 94.00	Impact Absorption
22zz		Cable Guide Assembly Kit	K001004	B050606	ea.	\$ 827.00	Impact Absorption
22aaa		TAU - II Reflector (R, M or L)			ea.		
22bbb		% off MAX- Tension items not listed above		B050606	%	<u>NO AWARD</u>	

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Elizabeth Basso
Contract Specialist

860-713-5079
Telephone Number

CONTRACT AWARD NO.: 18PSX0187
Contract Award Date: 5 October 2018
Bid Due Date: 21 September 2018
SUPPLEMENT DATE: 30 January 2019

CONTRACT AWARD SUPPLEMENT #2 IMPORTANT: THIS IS <u>NOT</u> A PURCHASE ORDER. Do <u>NOT</u> PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Attenuation Parts and Sand Barrels**

FOR: Department of Transportation, All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations	TERM OF CONTRACT: October 5, 2018 through September 30, 2023
AGENCY REQUISITION NUMBER: 0000130870, 0000135482	

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

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.

See Overleaf for Contractor Information

Note: Supplement #2 has been issued to replace those items awarded to "RG Steel Corp." with "Elderlee, Inc."
See revised Exhibit B.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **ELIZABETH BASSO**

Title: Contract Specialist

Date: January 30, 2019

CONTRACT AWARD
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Prev. Rev. 5/21/14

Janet DelGreco Olson
Contract Specialist

860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

18PSX0187

Contract Award Date:

5 October 2018

Bid Due Date:

21 September 2018

PARTIAL CONTRACT AWARD

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

DESCRIPTION:

Attenuation Parts and Sand Barrels

FOR:
Department of Transportation, All Using State Agencies,
Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:

October 5, 2018 through September 30, 2023

AGENCY REQUISITION NUMBER: 0000130870

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$00.00	\$00.00	\$950,000.00 (est.)	\$950,000.00 (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: **Transpo Industries, Inc.**

Company Address: **20 Jones Street, New Rochelle NY 10801**

Tel. No.: **914 636-1000**

Fax No.: **914 636-1628**

Contract Value: **\$950,000.00 (est.)**

Contact Person: **Janice O. Fernandez**

Delivery: **5-14 days ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: www.transpo.com jfernandez@transpo.com

Remittance Address: n/a

Certification Type (SBE, MBE or None): **n/a**

Agrees to Supply Political SubDivisions: **Yes**

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: **JANET DELGRECO OLSON**

Title: Contract Specialist

Date: October 5, 2018

INSTRUCTIONS FOR CONTRACT AWARD 18PSX0187

A partial award has been issued for CA 18PSX0187.

A supplemental bid is being bid in the near future, and once awarded, will be rolled into Contract Award 18PSX0187.

The following contracts have been extended during this interim for this commodity:

Contract Award 13PSX0279

Contract Award 15PSX0216

CONTRACT #18PSX0187

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Transpo Industries, Inc.

Awarded Contractor

ATTENUATION PARTS AND SAND BARRELS

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Janet DelGreco Olson, 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, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: The Connecticut Department of Transportation ("ConnDOT") and any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity

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

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A, Attachment 1 and Attachment 2.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A, Attachment 1 and Attachment 2.
- (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, Attachment 1 and Attachment 2.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

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2. Term of Contract; Contract Extension. The Contract will be in effect from October 5, 2018 through September 30, 2023. 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, Attachment 1 and Attachment 2. For purposes of this Contract, to perform and the performance in Exhibit A and Attachment 1 is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing:
 - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or 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.
 - (2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
 - (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
 - (d) Price Adjustments:

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

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requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the

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State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A, Attachment 1 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

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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 form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

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

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11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

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

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

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- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the

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insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

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

17. Contractor Guaranties. Contractor shall:

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

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

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

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20. Delivery.

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

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

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

23. **Setoff.** In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other

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agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft,

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forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;

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- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
 - (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
 - (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
 - (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
 - (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
 - (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
 - (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

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- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after

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

30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor

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

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

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workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (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

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common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Janet DelGreco Olson

If to the Contractor:

At the address set forth on Form SP-38.

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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) **Owner's and Contractor's Protective Liability:** The Contractor shall purchase Owner's and Contractor's Protective Liability Insurance for an in the name of the State of Connecticut. This insurance will provide a total limit of \$1,000,000 per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$2,000,000 for all damages arising out of "bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
 - (b) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (c) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - (e) Reserved
 - (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
 - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
 - (h) Reserved
38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

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40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

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

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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

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

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- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The 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.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

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(b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

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.

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51. Cross-Default.

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

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

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

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

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56. Reserved.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Reserved.

59. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(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

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monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Reserved.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) Scope

Contractor shall provide Client Agency with parts for the following crash attenuation systems:

- Big Sandy Barrels,
- CrashGard Barrels,
- Energite III Barrels,
- Softstop Terminal End – MASH,
- Sequential Kinking Terminal End SKT-SP – 350,
- MASH Sequential Kinking Terminal End MSKT-SP,
- Max-Tension Terminal End – MASH,
- Box-Beam Bursting Energy Absorbing Terminal End BEAT and BEAT Median Terminal – 350,
- Slotted Rail Terminal end SRT-350,
- Flared Energy Absorbing Terminal End FLEAT-SP -350,
- Crash Cushion Attenuating Terminal CAT-350,
- Max-Tension Median – MASH,
- QuadGuard Family Crash Cushion MASH,
- Universal TAU II Crash Cushion – 350,
- Trinity Attenuating Crash Cushion TRACC – 350,
- Reusable Energy Absorbing Crash Terminal React – 350 and
- Smart Cushion Innovations Crash Cushion SCI-100GM – MASH.

Refer to Attachment 1, Sand Barrels, Barrier Terminals and Crash Parts for Maintenance Contract Drawings and Attachment 2, Maintenance Operations Attenuator (Crash Cushions & Terminal Ends), Impact Head Reflectors.

(b) Qualified Product List

Guidelines and specifications for the various goods offered under the Contract are identified within the CTDOT Qualified Product List. Click on the link below to view:

http://www.ct.gov/dot/lib/dot/documents/dresearch/conndot_gpl.pdf

The Goods supplied on the Contract must meet the National Cooperative Highway Research Program (“NCHRP”) 350 Test Level 3 or “American Association of State Highway & Transportation Officials” (“AASHTO”) Manual for Assessing Safety Hardware (“MASH”) Test Level 3 criteria for barrier terminals or crash cushions and conform to the latest version of the Client Agency’s “Standard Specifications for Roads, Bridges and Incidental Construction, Section 18.00 through 18.06” in FORM 817.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(c) FORM 817, Standard Specifications for Roads, Bridges and Incidental Construction

FORM 817 Standard Specifications for Roads, Bridges and Incidental Construction (“Standards”): Reference is made in the Contract to the Client Agency’s Standards. Performance under the Contract must conform with the Standards set forth in FORM 817, including all supplements and other applicable standards. A copy of the Standards may be viewed at the following link:

<http://www.ct.gov/dot/cwp/view.asp?a+3609&q=430362>

(d) Training

Client Agency may require the Contractor to provide training programs, service/repair seminars or technical assistance related to the Goods. If required, this service will be provided by the Contractor at no cost to the Client Agency.

(e) Warranty

Contractor guarantees the Goods against any defect due to faulty material and/or workmanship. The guarantee must provide the full cost of the part or parts required to replace any defective parts for one (1) year after purchase at no cost to Client Agency. The warranty will also include all packaging and shipping required to replace defective parts. Defective parts will become the property of the Contractor.

2. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

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

(b) Mandatory Extension to State Entities

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

(c) Purchasing MasterCard Credit Card (“P-Card”)

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the Client Agency’s P-Card in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller (“OFC”).

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card purchases. The Contractor shall charge to the P-Card only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by P-Card.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

(d) Subcontractors

Subcontracting is not allowed under the Contract.

(e) Security and/or Property Entrance Policies and Procedures

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

(f) Invoicing and Payments

Client Agency's Accounts Payable Unit will issue payments through the OFC, if the Client Agency is the ConnDOT. Client Agency payment and invoicing inquiries must be directed to 860 594-2305.

All invoices must include:

1. Contractor F.E.I.N. or social security number,
2. Complete name and billing address,
3. Project number, if applicable,
4. Invoice number and date,
5. Purchase order number,
6. Itemized description of services or material supplies or both,
7. Adjustments, if applicable,
8. Ticket numbers corresponding to each invoice must be listed or attached to the Contractor's invoice as a separate sheet, if applicable.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

For prompt payment processing from Client Agency, invoices should be mailed to the following address:

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

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

(g) Parts Inventory Protection Plan

Contractor shall offer a parts inventory protection plan which allows the client Agency to return new, unused parts in resalable condition for full credit. Contractor may charge the Client Agency a restocking fee for returned orders. The Contractor shall not charge the Client Agency a restocking fee that is more than ten percent (10%) of the original purchase price.

(h) Delivery

Contractor shall make all deliveries in the quantities to the location specified in the Client Agency's purchase order within five (5) to fourteen (14) business days after receipt of order.

All routine deliveries for Client Agency, if Client Agency is the ConnDOT, must be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday. Deliveries will be made at the receiving platform or designated location described in Client Agency's purchase order. If Client Agency is the ConnDOT, Client Agency will unload or assist in unloading delivery.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Client Agency may coordinate pick up of required item(s) from the Contractor's location. All pricing and discounts remain the same for either pickup or delivery.

Primary delivery locations for Client Agency, if the Client Agency is ConnDOT, include but are not limited to:

DOT #128	Colchester, CT	80 New London Road
DOT #131	Darien CT	1-95 Southbound, rear of the rest area
DOT #132	Brookfield CT	1050 Federal Road
DOT #133	Waterbury CT	100 Chase River Road
DOT #137	Winchester CT	151 Torrington Road
DOT #138	Rocky Hill CT	660 (R) Brook Street
DOT #139	West Willington CT	1 Tolland Turnpike
DOT #140	Putnam CT	Rt. 12, Industrial Park Road
DOT #141	East Granby CT	Rt. 12, Industrial Park Road
DOT #142	East Haven CT	507 North High Street
DOT #188	Rocky Hill CT	660 Brook Street
DOT #190	Milford CT	44 Banner Drive
DOT #192	Old Saybrook CT	660 Middlesex Turnpike

Contractor shall provide a packing slip for each delivery that references the applicable purchase order number, identifies the items being delivered and the individual quantities of each item being delivered.

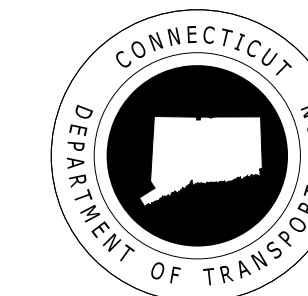
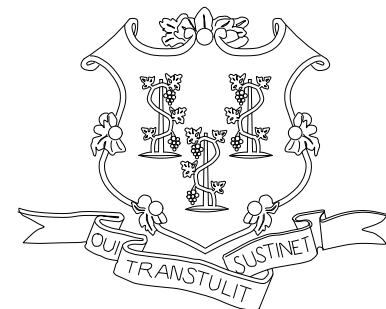


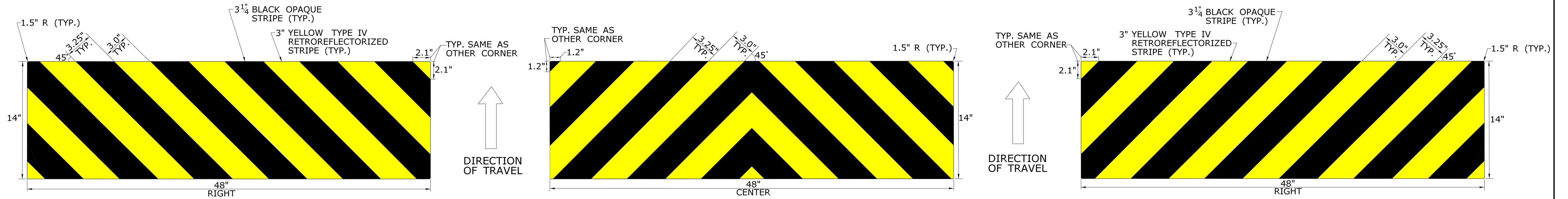
EXHIBIT A
ATTACHMENT 1

CONNECTICUT DEPARTMENT OF TRANSPORTATION

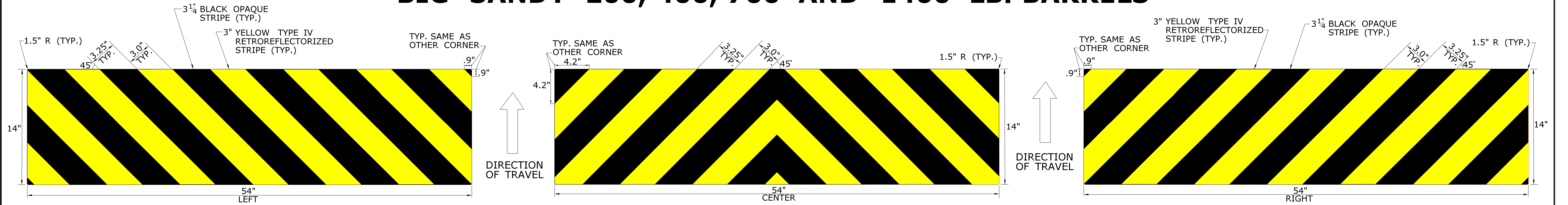
SAND BARRELS, BARRIER TERMINALS, AND CRASH CUSHION PARTS MAINTENANCE CONTRACT DRAWINGS

<p>HIGHWAY OPERATIONS</p>	<p>CONTRACT FOR: SAND BARRELS, BARRIER TERMINALS, AND CRASH CUSHION PARTS</p>	<p> STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p> <p></p>	<p>TITLE SHEET</p>	<p>CONTRACT NO.:</p>
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NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE BIG SANDY BARRELS. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.



BIG SANDY 200, 400, 700 AND 1400 LB. BARRELS



BIG SANDY 2100 LB. BARREL



200, 400 and 700



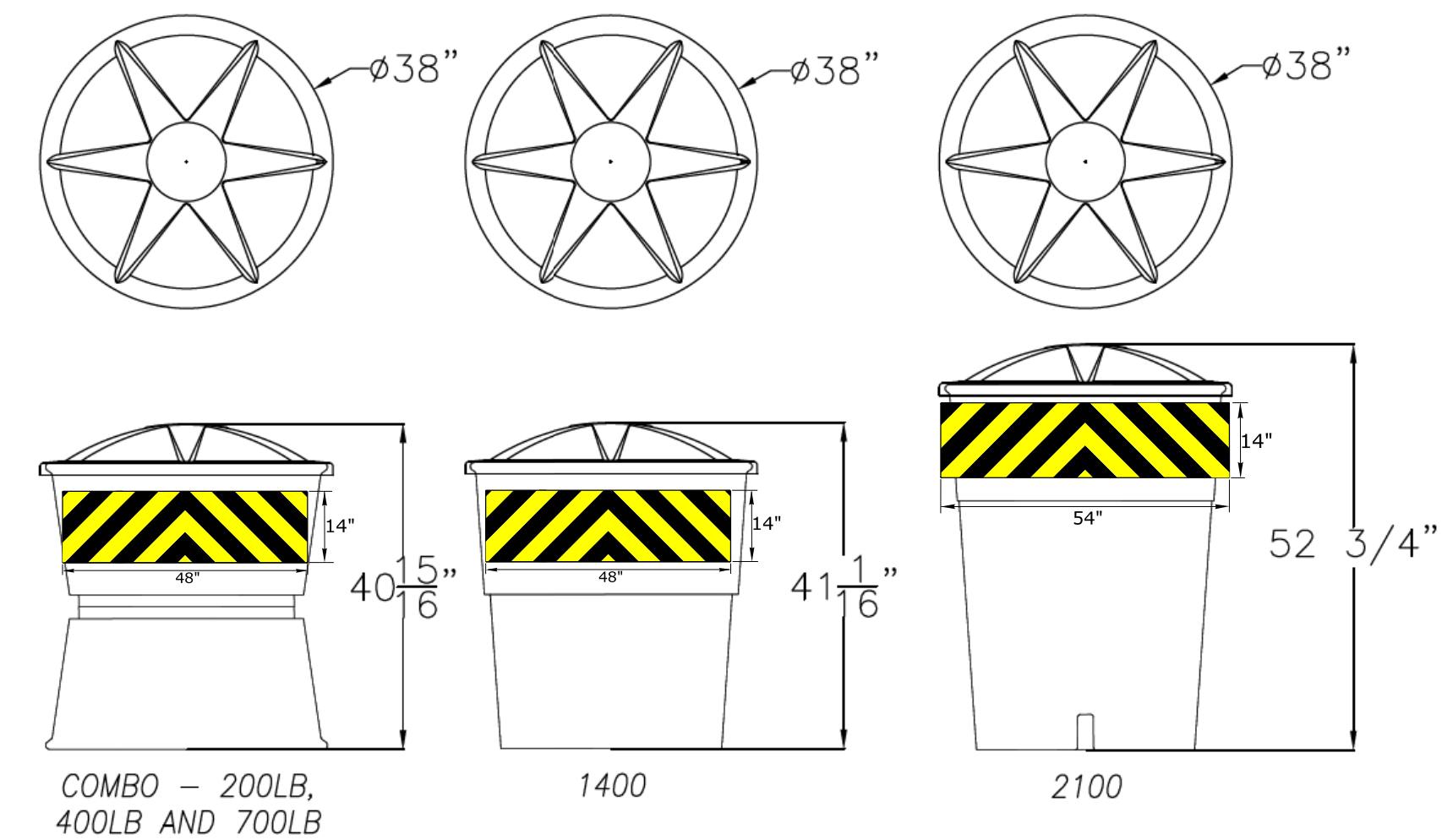
1400



2100



Big Sandy Barrels



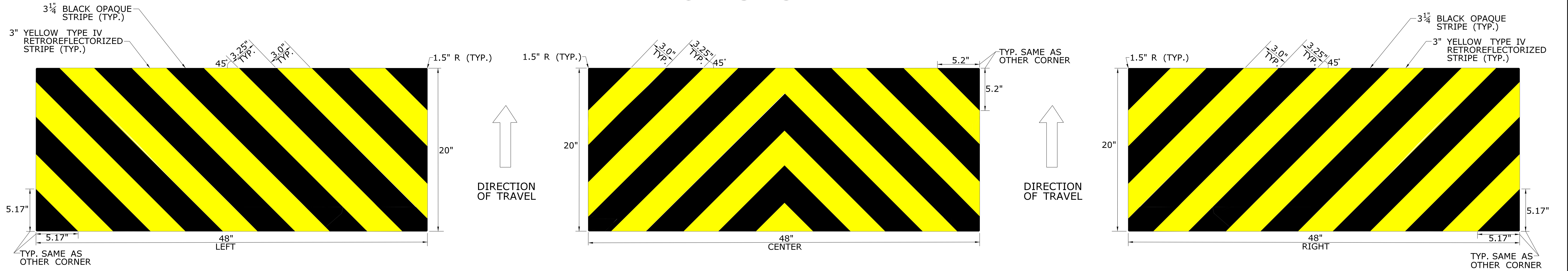
BIG SANDY 1400, 2100, AND COMBO BARRELS

Traffix Devices Inc.
160 Avenida La Pata
San Clemente, CA 92673
(949) 361-5663
www.traffixdevices.com

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR: MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		DRAWING TITLE: BIG SANDY 200, 400, 700, 1400 AND 2100 LB. BARRELS	CONTRACT NO.
CHECKED BY: EL					SHEET NO.
NO SCALE					

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE CRASHGARD BARRELS. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

CRASHGARD



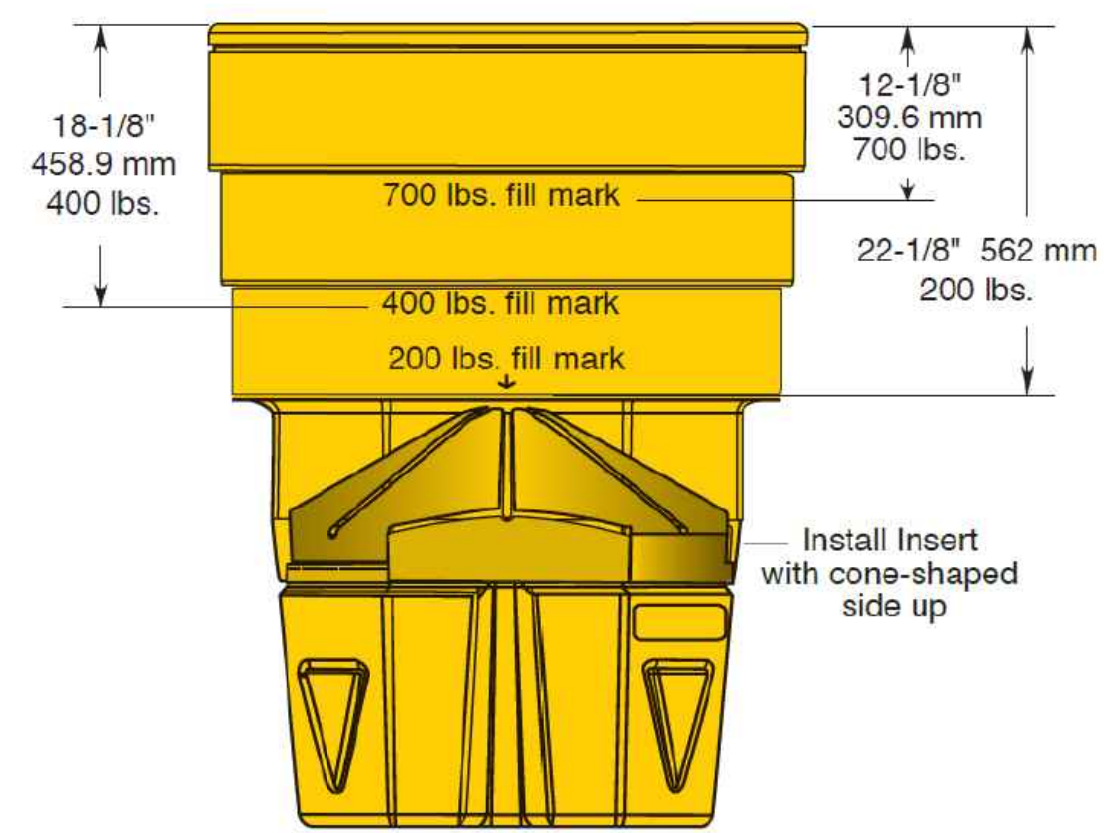
CrashGard Barrel Specs

Color: Safety Yellow
 Diameter: 36"
 Height: 48"
 Maximum Ballast: 2,100 lbs

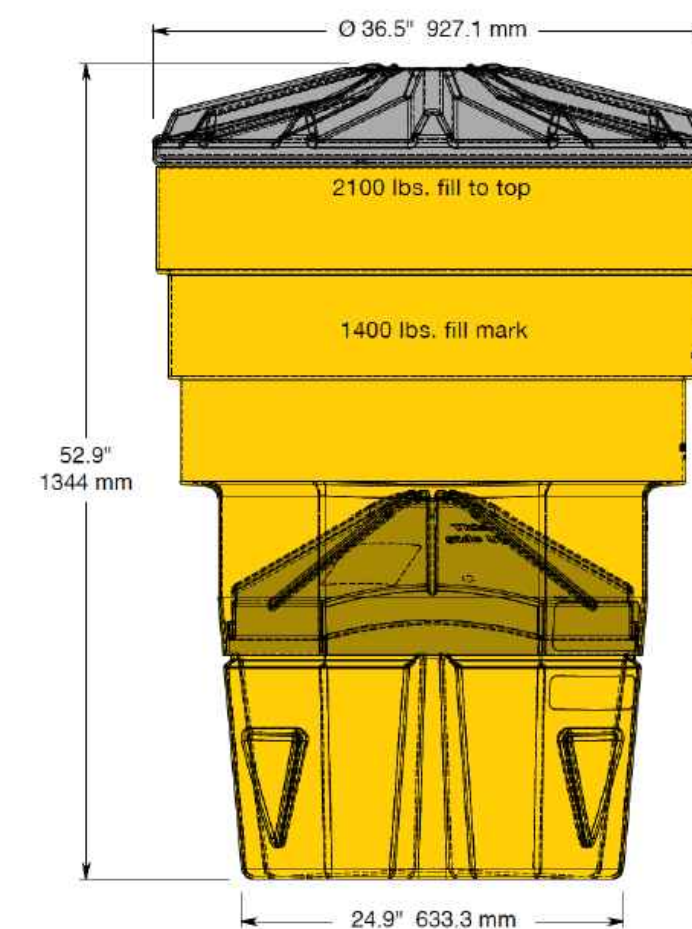


CrashGard

Each Ring is 6.5" High
 Ring diameters:
 Top - 36"
 Middle - 34.5"
 Bottom - 33.5"



For 200, 400 & 700 lbs. with Insert



Measurements shown in inches/millimeters

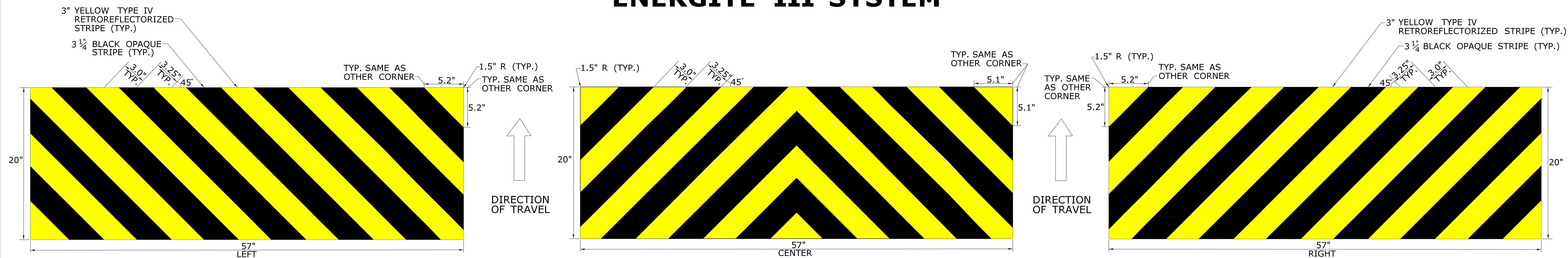
CRASHGARD 200, 400 AND 700 LBS.

CRASHGARD 1400, AND 2100 LBS.

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE:	CRASHGARD 200, 400, 700 LBS. 1400, AND 2100 LBS.	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE						

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE ENERGITE III SYSTEM BARRELS. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

ENERGITE III SYSTEM



Energite III® System Dimensions

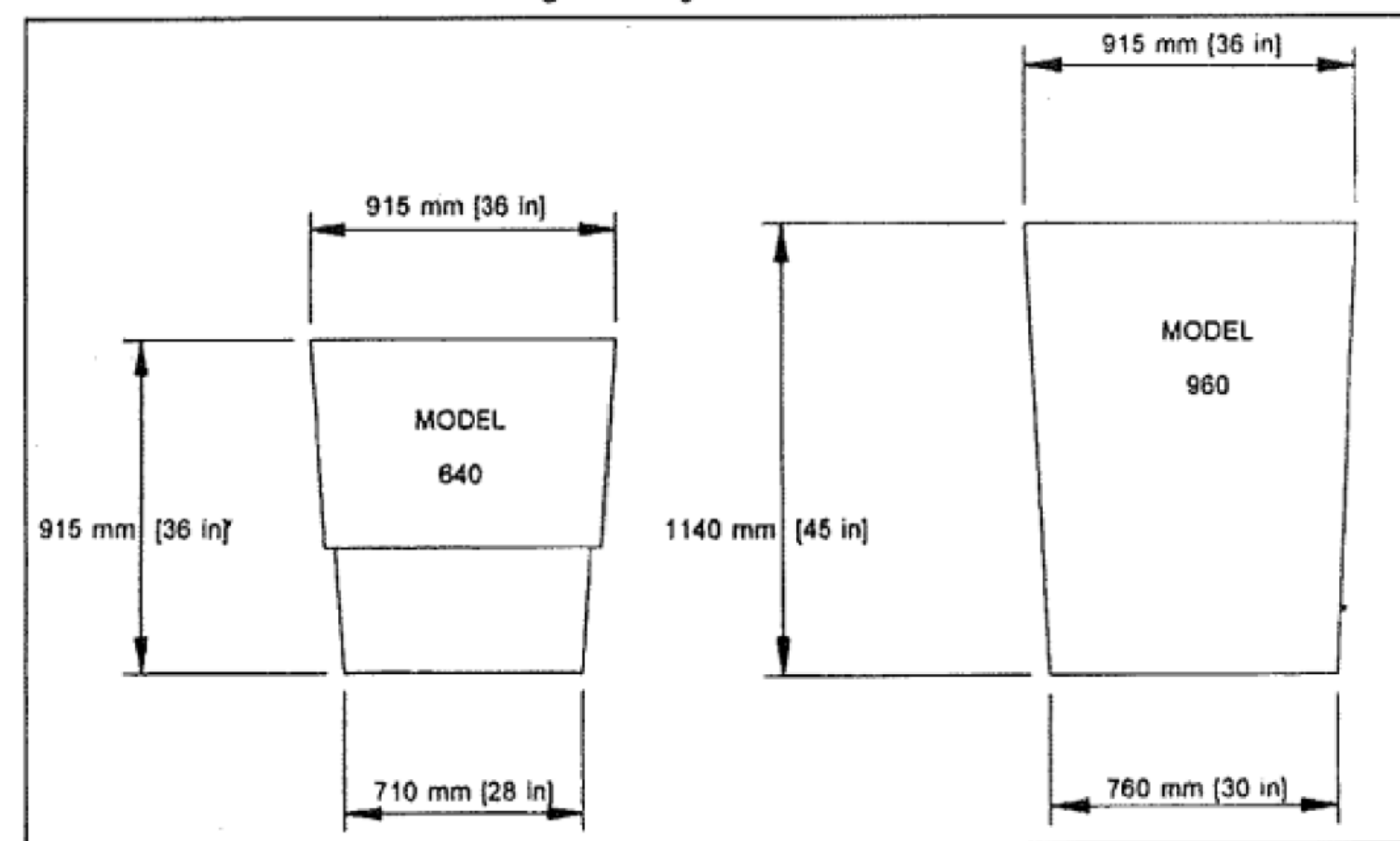
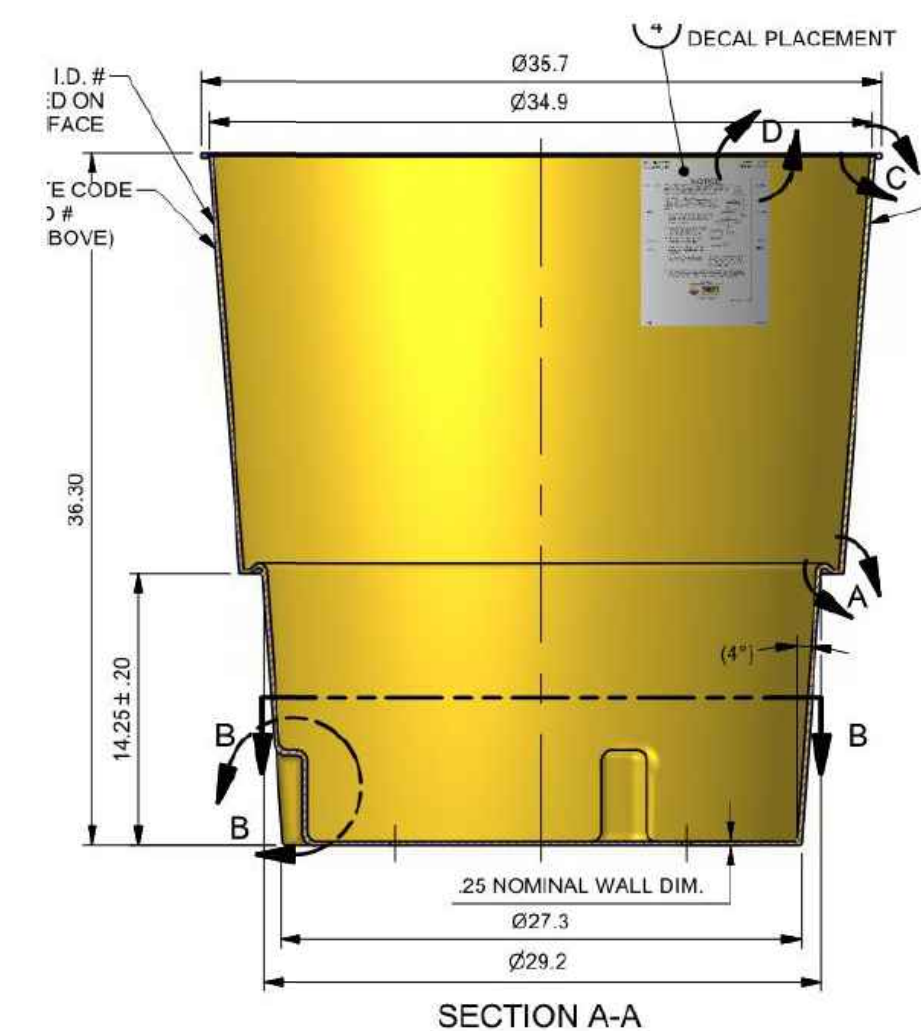


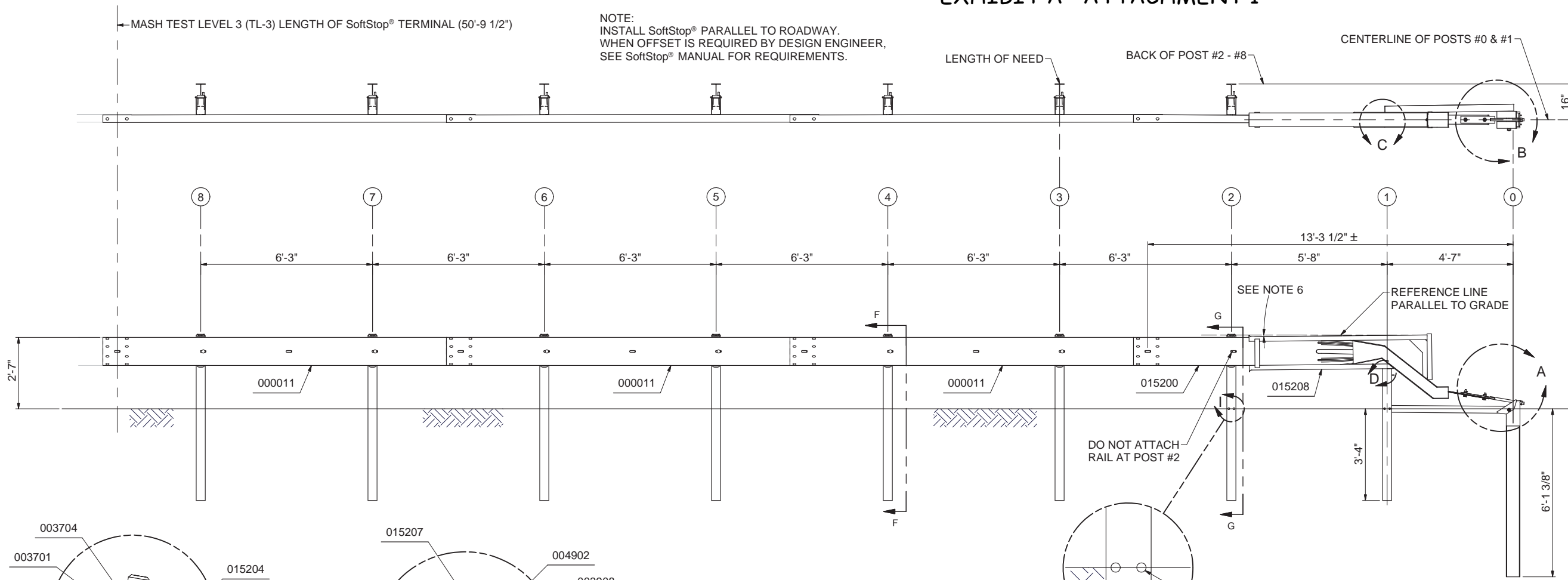
Figure 2A-Energite® III

**ENERGITE MODEL 640 - 200, 400, 700 AND 1400 LBS.
ENERGITE MODEL 960 - 2100 LBS.**

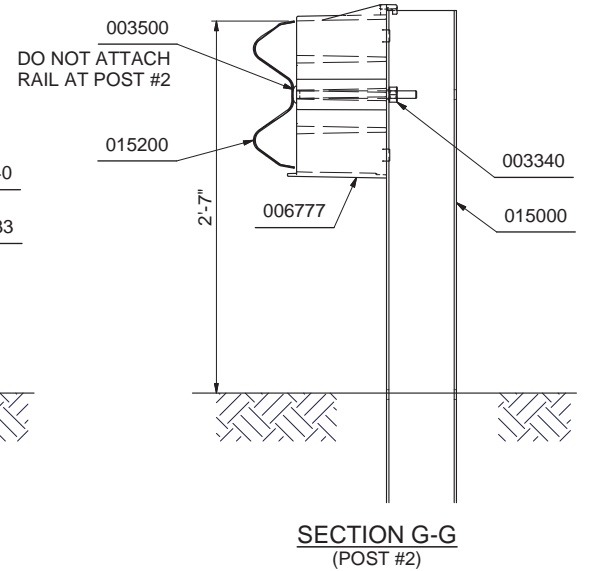
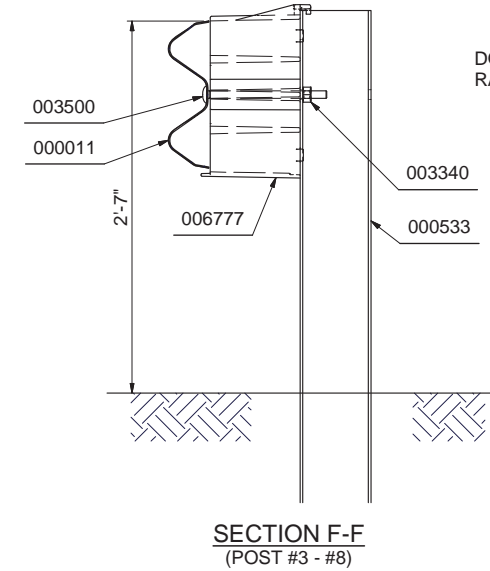
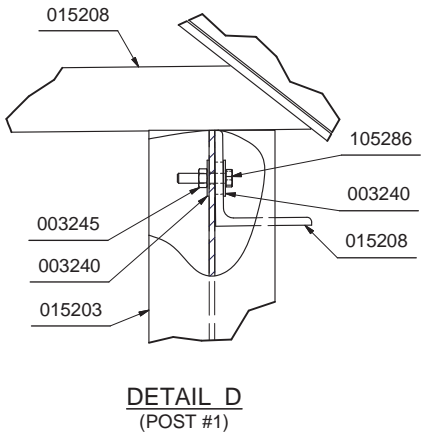
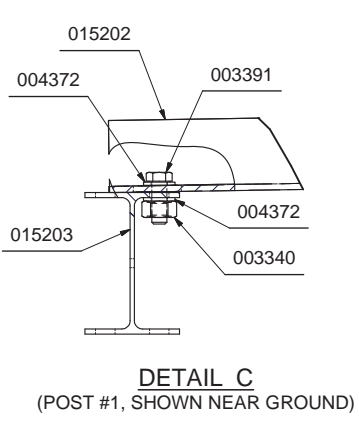
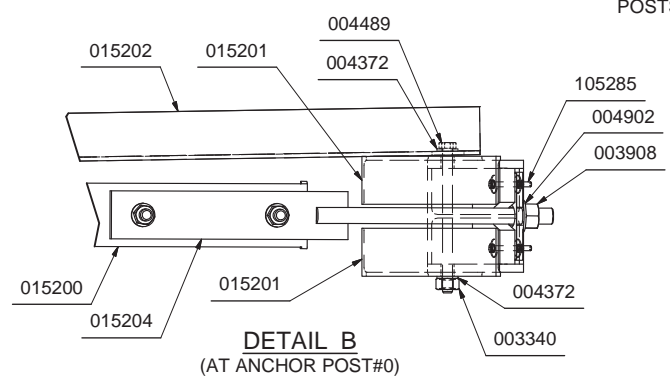
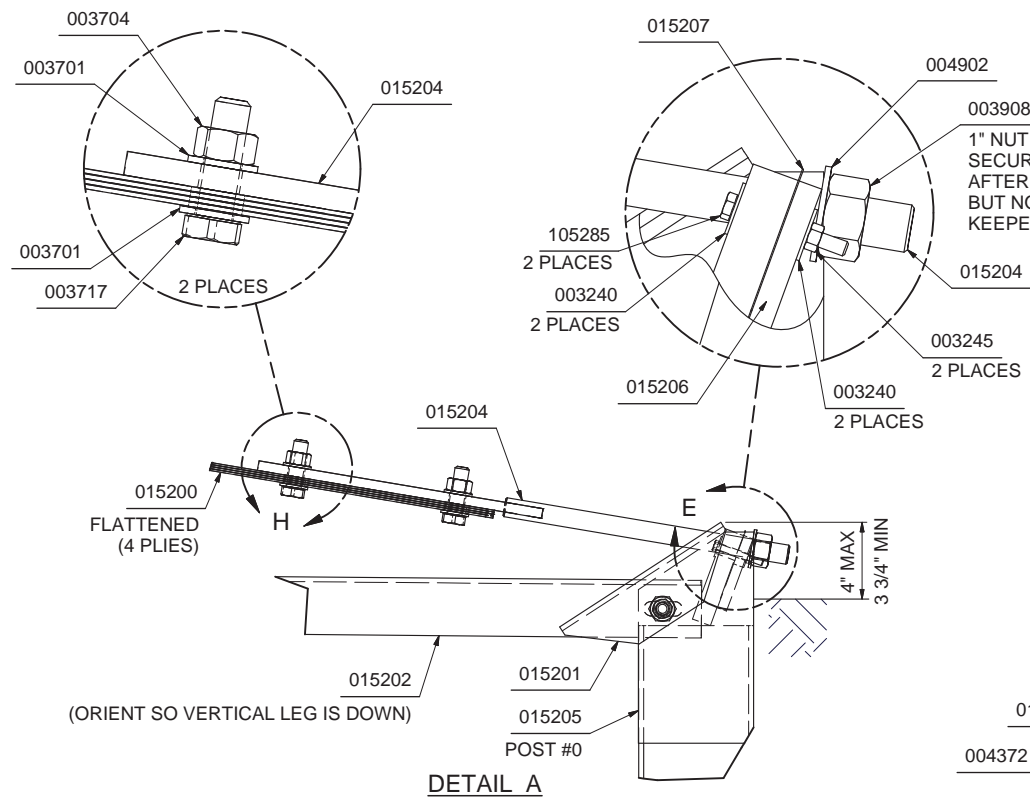


DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE:	ENERGITE III SYSTEM	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE						

EXHIBIT A ATTACHMENT 1



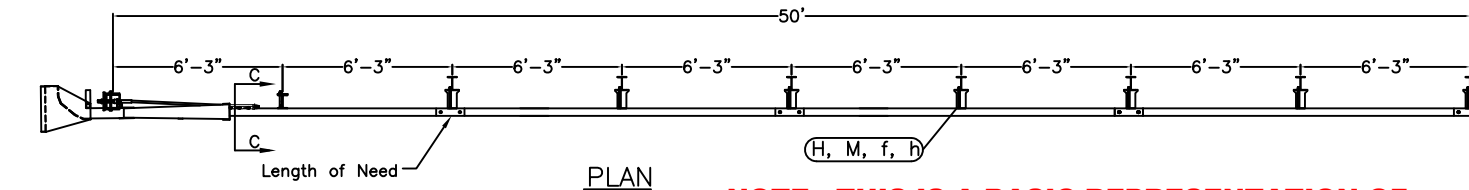
PARTS LIST		
PART NO.	QTY.	DESCRIPTION
000011	3	12/12/6/3/1.5/S
000533	6	6'0 POST - W6 x 8.5
006777	7	KING BLOCK
015000	1	6'0 SYT PST/8.5/31" GR HT
015200	1	SFST-ANCHOR G.RAIL 12'-6"
015201	2	SFST-ANCHOR ANGLE
015202	1	SFST-ANGLE STRUT
015203	1	SFST-POST#1 SYTP
015204	1	SFST-ANCHOR PADDLE
015205	1	SFST-POST#0
015206	1	SFST-PLATE WASHER
015207	1	SFST-KEEPER PLATE
015208	1	SFST-IMPACT HEAD
- HARDWARE -		
003240	6	5/16 ROUND WASHER WIDE
003245	3	5/16 HEX NUT
003340	41	5/8" GR HEX NUT
003360	32	5/8"X1.25" GR BOLT
003391	1	5/8"X1.75" HEX BOLT A325
003500	7	5/8 GUARD RAIL BOLT x 10"
003701	4	3/4" ROUND WASHER F436
003704	2	3/4" HVY HEX NUT A563 DH
003717	2	3/4"X2.5" HEX BOLT A325
003908	1	1" HVY HEX NUT A563 DH
004372	4	5/8" WASHER F436
004489	1	5/8"X9" HEX BOLT A325
004902	1	1" ROUND WASHER F436
105285	2	5/16"X2.5" HEX BOLT GRD 5
105286	1	5/16"X1.5" HEX BOLT GRD 5



NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE SOFTSTOP END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

- NOTES:
- REFER TO SoftStop® ASSEMBLY MANUAL.
 - PROPER SITE GRADING SHOULD BE ACCOMPLISHED IN ACCORDANCE WITH LOCAL SPECIFYING AGENCY GUIDELINES AND THE AASHTO ROADSIDE DESIGN GUIDE.
 - DO NOT ATTACH THE SoftStop® DIRECTLY TO A RIGID BARRIER.
 - UNDER NO CIRCUMSTANCES SHALL THE GUARDRAIL WITHIN THE SoftStop® BE CURVED.
 - MANUFACTURER SUGGESTS CUSTOMER TO PROVIDE REFLECTORIZATION OF THE TERMINAL.
 - IT IS ACCEPTABLE TO INSTALL THE SoftStop® IMPACT HEAD PARALLEL TO THE GRADE LINE OR WITH AN UPWARD TILT. SEE SoftStop® ASSEMBLY MANUAL FOR SPECIFIC DETAILS.

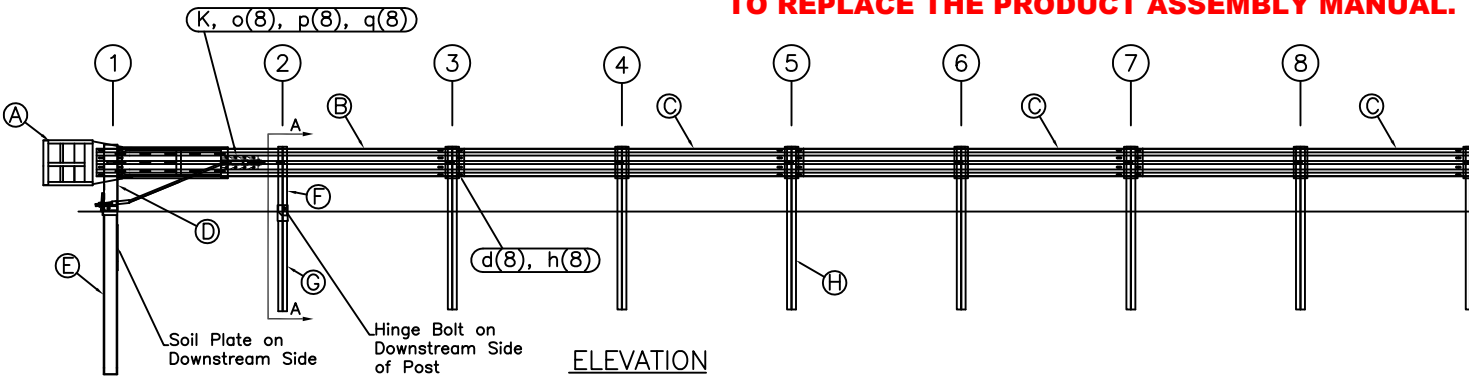
MATERIAL: SEE PARTS LIST	DRAWN: BT	DATE: 11/14/2012	TOLERANCES PER CEMC-THP-SF-001, UNLESS OTHERWISE SPECIFIED.	SoftStop® TERMINAL (8" BLOCKS) PLAN, ELEVATION & SECTION MASH TEST LEVEL 3 (TL-3) P/N: 500646B	
FINISH: N/A	CHECKED: BS	DATE: 11/14/2012	DO NOT SCALE DRAWING		
ESTIMATED WEIGHT: 1221.7 lbmass	UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET/INCHES. DIMENSIONS ACCORDING TO ASME Y14.5M-1994 UNLESS OTHERWISE SPECIFIED.		DRIVING: SS 646	SHEET: 1 of 1	© 2012-2015 Trinity Highway Products, LLC. All rights reserved. CEMC-THP-FE-052 Rev B, 9/15/2015



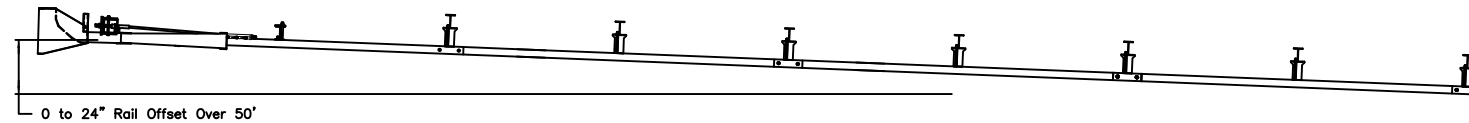
TRAFFIC →

PLAN

NOTE: THIS IS A BASIC REPRESENTATION OF THE SKT-SP END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT ASSEMBLY MANUAL.

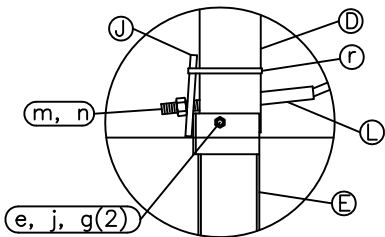


ELEVATION

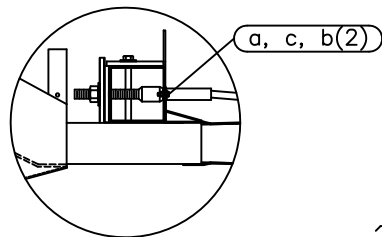


OPTIONAL FLARED INSTALLATION

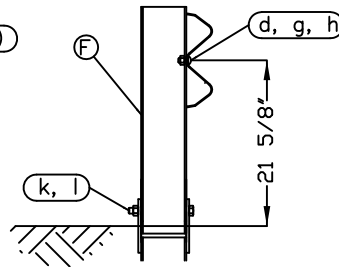
25:1 maximum flare rate



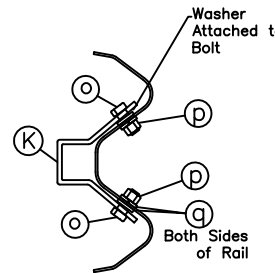
Post #1 Connection Detail



Impact Head Connection Detail



SECTION A-A
Post #2



SECTION C-C
Anchor Bracket

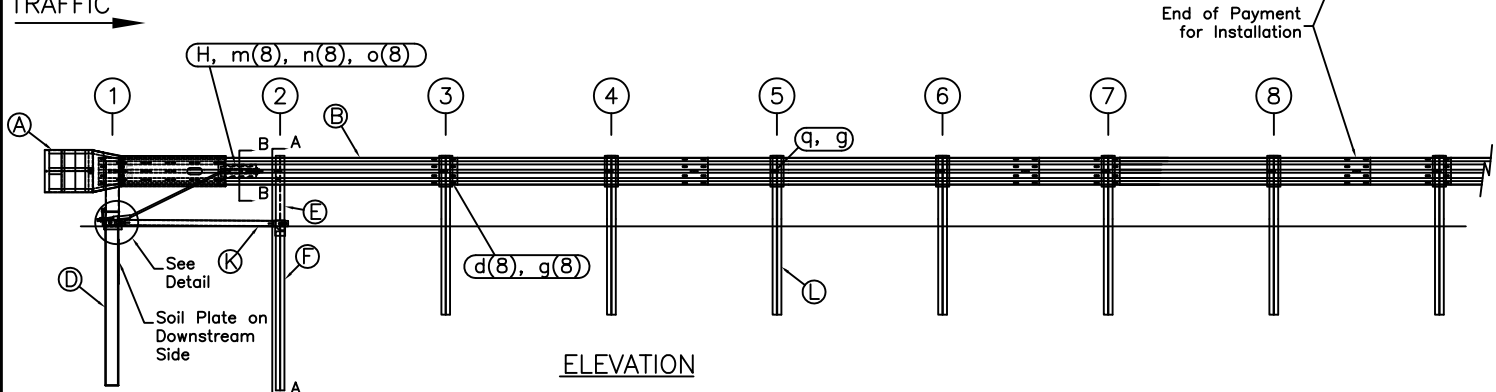
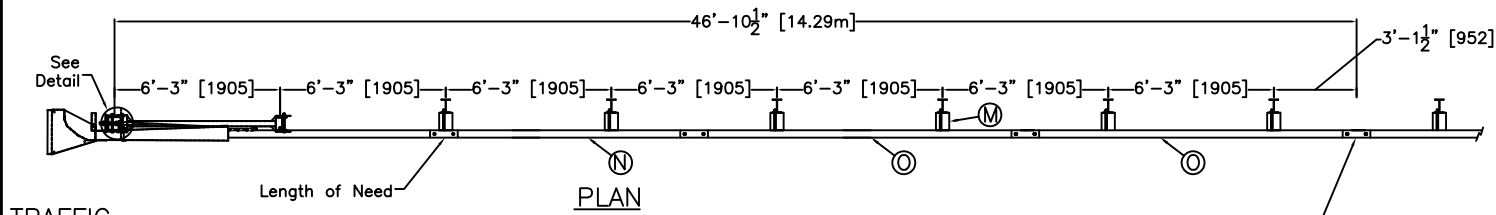
ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	SKT IMPACT HEAD	S3000
B	1	SKT ANCHOR RAIL 12'-6"	SF1303
C	3	W-BEAM GUARDRAIL 12'-6"	G1203
D	1	FIRST POST TOP (6X6X $\frac{1}{2}$ " Tube)	TPHP1A
E	1	FIRST POST BOTTOM (6' W6X15)	TPHP1B
F	1	UNIVERSAL HINGE POST #2 UPPER	UHP2A
G	1	HINGED POST LOWER	HP-B
H	6	STEEL LINE POST (6' W6x9)	P621
J	1	BEARING PLATE	E750
K	1	CABLE ANCHOR BOX	S760
L	1	BCT CABLE ANCHOR ASSEMBLY	E770
M	6	RECYCLED PLASTIC BLOCK OR EQUIV.	CBSP-14

HARDWARE (ALL DIMENSIONS IN INCHES)

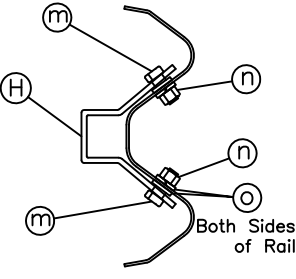
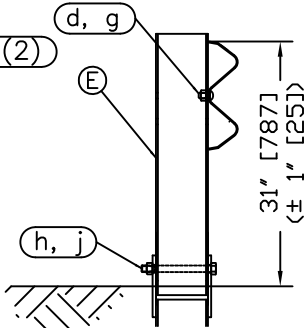
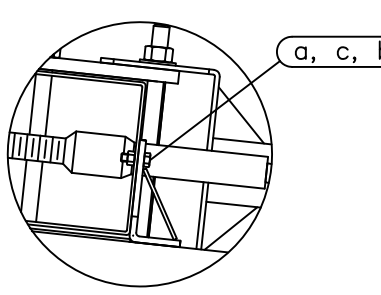
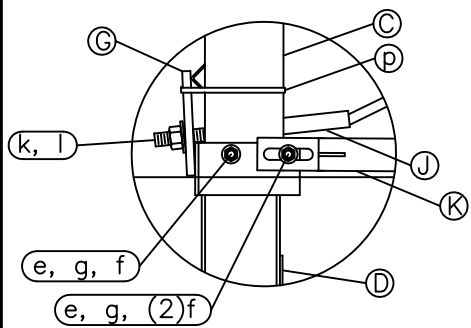
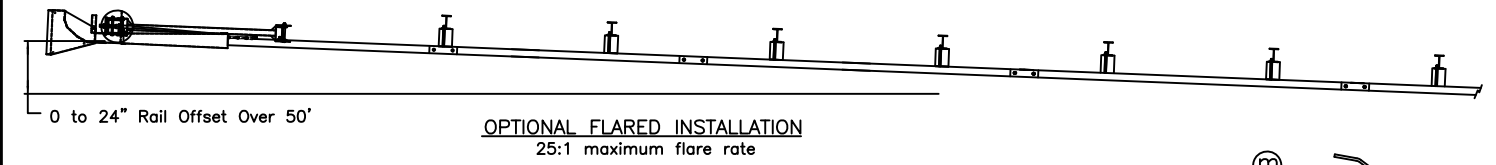
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	25	5/8 x 1 1/4 SPLICE BOLT	B580122
e	1	5/8 x 9 HEX BOLT GRD 5	B580904A
f	6	5/8 x 10 H.G.R. BOLT	B581002
g	3	5/8 WASHER	W050
h	31	5/8 H.G.R. NUT	N050
j	1	5/8 NUT	N055
k	1	3/4 x 8 1/2 HEX BOLT GRD A449	B340854A
l	1	3/4 HEX NUT	N030
m	2	1" ANCHOR CABLE HEX NUT	N100
n	2	1" ANCHOR CABLE WASHER	W100
o	8	1/2 RSI SHOULDER BOLT W/WASHER	SB12A
p	8	1/2 STRUCTURAL NUT	N012A
q	8	1/2 STRUCTURAL WASHER	W012A
r	1	BEARING PLATE RETAINER TIE	CT-100ST

GENERAL NOTES:

- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
- The lower sections of the Posts 1&2 shall not protrude more than 4 in above the ground (measured along a 5' cord). Site grading may be necessary to meet this requirement.
- The lower sections of the hinged posts should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
- When competent rock is encountered, a 12" \varnothing post hole, 20 in. deep cored into the rock surface may be used if approved by the engineer for post 1. Granular material will be placed in the bottom of the hole, approximately 2.5" deep to provide drainage. The first post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
- A site evaluation should be considered if there is less than 25' between the outlet side of the terminal and any adjacent driving lane.
- The breakaway cable assembly must be taut. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.



NOTE: THIS IS A STANDARD REPRESENTATION OF THE MSKT END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT ASSEMBLY MANUAL.



ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	IMPACT HEAD	MS3000
B	1	W-BEAM GUARDRAIL END SECTION, 12 Ga.	SF1303
C	1	FIRST POST TOP (6X6X $\frac{1}{8}$ " Tube)	MTPHP1A
D	1	FIRST POST BOTTOM (6" W6X15)	MTPHP1B
E	1	SECOND POST ASSEMBLY TOP	UHP2A
F	1	SECOND POST ASSEMBLY BOTTOM	HP2B
G	1	BEARING PLATE	E750
H	1	CABLE ANCHOR BOX	S760
J	1	BCT CABLE ANCHOR ASSEMBLY	E770
K	1	STRUT	MS785
L	6	6x9 (6x8.5) STEEL POST	P621
M	6	RECYCLED PLASTIC BLOCK OR EQUIV.	CBSP-14
N	1	W-BEAM MGS RAIL SECTION (9'-4 1/2")	G12025
O	2	W-BEAM MGS RAIL SECTION (12'-6")	G1203A

HARDWARE (ALL DIMENSIONS IN INCHES)			
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	25	5/8 Dia. x 1 1/4 SPLICE BOLT (POST #2)	B580122
e	2	5/8 Dia. x 9 HEX BOLT A449	B580904A
f	3	5/8 WASHER	W050
g	33	5/8 Dia. H.G.R. NUT	N050
h	1	3/4 Dia. x 8 1/2 HEX BOLT GRD A449	B340854A
j	1	3/4 Dia. HEX NUT	N030
k	2	1 ANCHOR CABLE HEX NUT	N100
l	2	1 ANCHOR CABLE WASHER	W100
m	8	1/2 RSI SHOULDER BOLT W/WASHER	SB12A
n	8	1/2 STRUCTURAL NUT	N012A
o	8	1/2 STRUCTURAL WASHER	W012A
p	1	BEARING PLATE RETAINER TIE	CT-100ST
q	6	5/8" x 10" H.G.R. BOLT	B581002

- GENERAL NOTES:
- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
 - The lower sections of the Posts 1&2 shall not protrude more than 4 in [100] above the ground (measured along a 5' [1.5m] cord longitudinal to the system). Site grading may be necessary to meet this requirement.
 - The lower section of the hinged post should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
 - When competent rock is encountered, a 12" [300] Ø post hole, 20 in. [500] deep cored into the rock surface may be used if approved by the engineer for Posts 1 and/or 2. Granular material will be placed in the bottom of the hole, approximately 2.5" [60] deep to provide drainage. The first and/or second post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
 - The breakaway cable assembly must be taut. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.



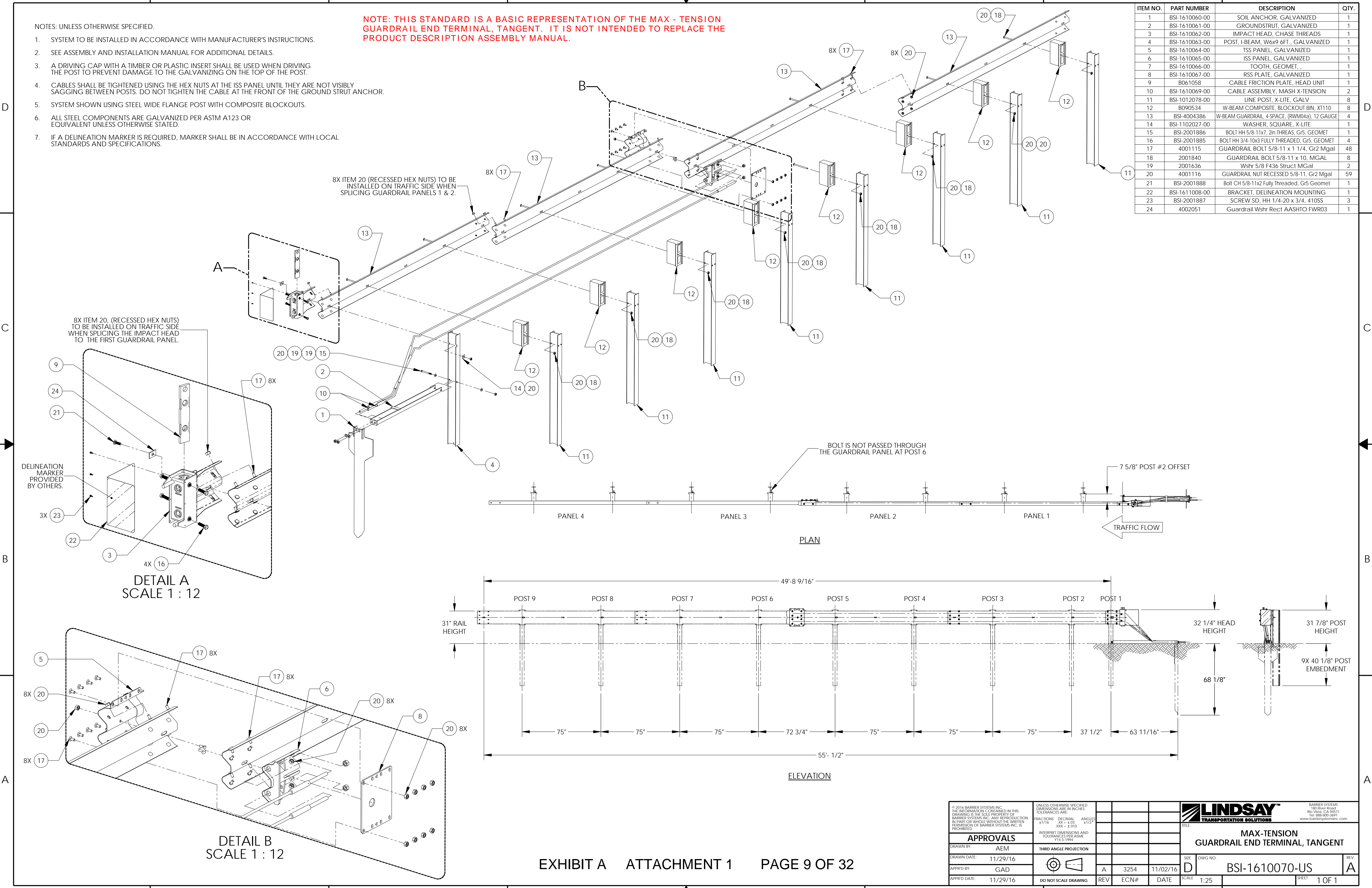
MSKT-SP-MGS Terminal (8" Blocks) Test Level 3		Sheet: 1
Drawing Name: MSKT-SP-MGS8		Date: 05/20/17
Scale: None		By: JRR
		Rev: 0

NOTES: UNLESS OTHERWISE SPECIFIED.

1. SYSTEM TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. SEE ASSEMBLY AND INSTALLATION MANUAL FOR ADDITIONAL DETAILS.
3. A DRIVING CAP WITH A TIMBER OR PLASTIC INSERT SHALL BE USED WHEN DRIVING THE POST TO PREVENT DAMAGE TO THE GALVANIZING ON THE TOP OF THE POST.
4. CABLES SHALL BE TIGHTENED USING THE HEX NUTS AT THE ISS PANEL UNTIL THEY ARE NOT VISIBLY SAGGING BETWEEN POSTS. DO NOT TIGHTEN THE CABLE AT THE FRONT OF THE GROUND STRUT ANCHOR.
5. SYSTEM SHOWN USING STEEL WIDE FLANGE POST WITH COMPOSITE BLOCKOUTS.
6. ALL STEEL COMPONENTS ARE GALVANIZED PER ASTM A123 OR EQUIVALENT UNLESS OTHERWISE STATED.
7. IF A DELINEATION MARKER IS REQUIRED, MARKER SHALL BE IN ACCORDANCE WITH LOCAL STANDARDS AND SPECIFICATIONS.

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE MAX - TENSION GUARDRAIL END TERMINAL, TANGENT. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	BSI-1610060-00	SOIL ANCHOR, GALVANIZED	1
2	BSI-1610061-00	GROUNDSTRUT, GALVANIZED	1
3	BSI-1610062-00	IMPACT HEAD, CHASE THREADS	1
4	BSI-1610063-00	POST, I-BEAM, W6x9 6FT., GALVANIZED	1
5	BSI-1610064-00	TSS PANEL, GALVANIZED	1
6	BSI-1610065-00	ISS PANEL, GALVANIZED	1
7	BSI-1610066-00	TOOTH, GEOMET.	1
8	BSI-1610067-00	RSS PLATE, GALVANIZED	1
9	8061058	CABLE FRICTION PLATE, HEAD UNIT	1
10	BSI-1610069-00	CABLE ASSEMBLY, MASH X-TENSION	2
11	BSI-1012078-00	LINE POST, X-LITE, GALV	8
12	B090534	W-BEAM COMPOSITE, BLOCKOUT 8IN, XT110	8
13	BSI-4004386	W-BEAM GUARDRAIL, 4-SPACE, (RWM04a), 12 GAUGE	4
14	BSI-1102027-00	WASHER, SQUARE, X-LITE	1
15	BSI-2001886	BOLT HH 5/8-11x7, 2in THREADS, G5, GEOMET	1
16	BSI-2001885	BOLT HH 3/4-10x3 FULLY THREADED, G5, GEOMET	4
17	4001115	GUARDRAIL BOLT 5/8-11 x 1 1/4, Gr2 Mgal	48
18	2001840	GUARDRAIL BOLT 5/8-11 x 10, M GAL.	8
19	2001636	Wshr 5/8 F436 Struct MGal	2
20	4001116	GUARDRAIL NUT RECESSED 5/8-11, Gr2 Mgal	59
21	BSI-2001888	Bolt CH 5/8-11x2 Fully Threaded, G5 Geomet	1
22	BSI-1610008-00	BRACKET, DELINEATION MOUNTING	1
23	BSI-2001887	SCREW SD, HH 1/4-20 x 3/4, 410SS	3
24	4002051	Guardrail Wshr Rect AASHTO FWR03	1



DETAIL A
SCALE 1 : 12

DETAIL B
SCALE 1 : 12

PLAN

ELEVATION

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APPROVALS DRAWN BY: AEM DRAWN DATE: 11/29/16 APPR'D BY: GAD APPR'D DATE: 11/29/16				TITLE: MAX-TENSION GUARDRAIL END TERMINAL, TANGENT		SIZE: D DWG NO.: BSI-1610070-US SCALE: 1:25		REV: A DATE: 11/02/16 SHEET: 1 OF 1		ECN#: DATE: SCALE:	

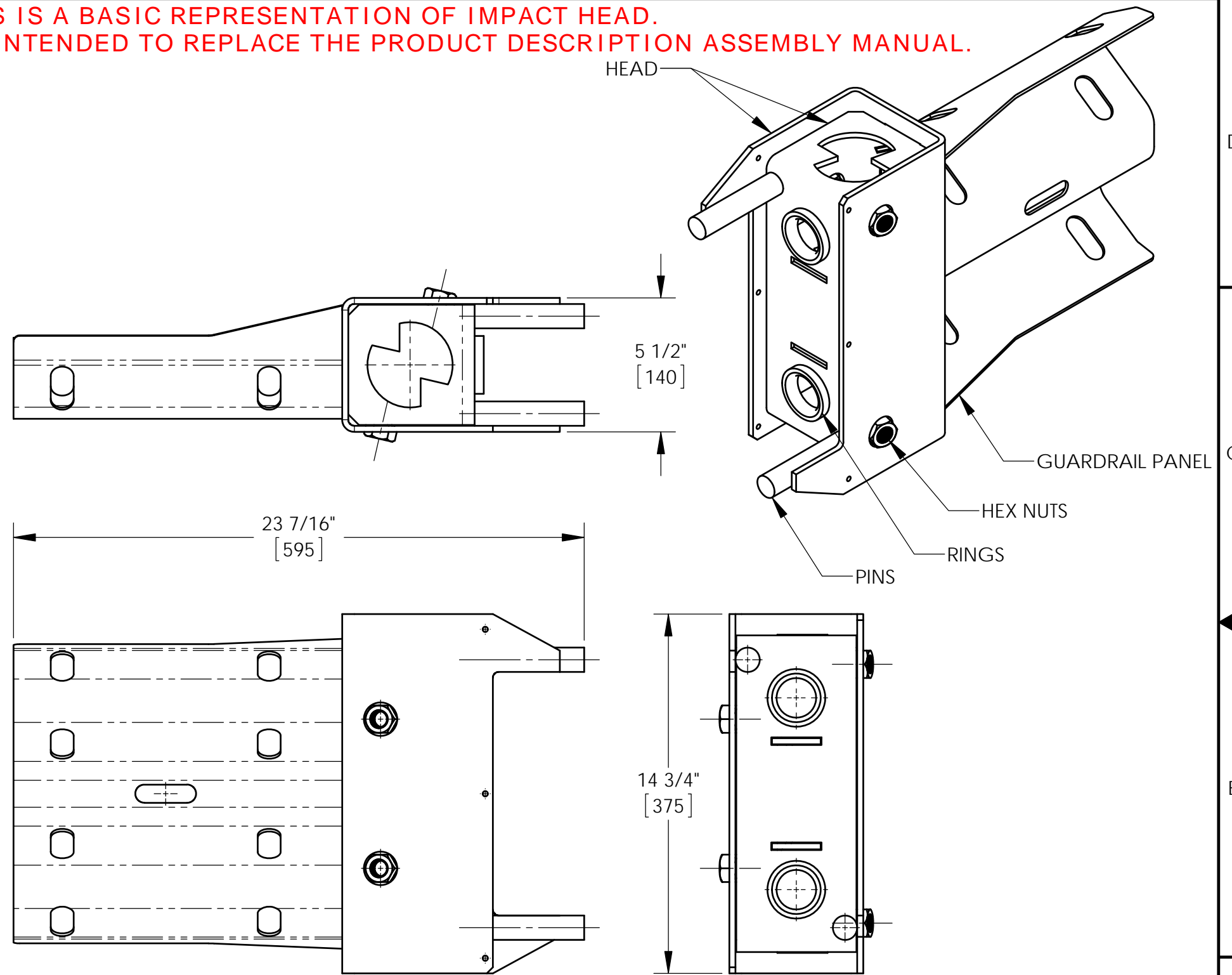
Last Saved by: alvaro.morales: Friday, January 27, 2017 8:50:45 AM

**NOTE: THIS IS A BASIC REPRESENTATION OF IMPACT HEAD.
IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.**

NOTES: UNLESS OTHERWISE SPECIFIED.

1. DIMENSIONS SHOWN ARE REFERENCE.
2. DIMENSIONS ARE IN INCHES, DIMENSIONS IN BRACKETS ARE mm.
3. MATERIAL: AS LISTED IN THE TABLE BELOW
FINISH: GALVANIZED PER ASTM A123

ITEM	MATERIAL SPECIFICATION
GUARDRAIL PANEL	10ga A1011
PINS	ROUND BAR CF 1018
RINGS	ROUND BAR Hrs A36
HEX NUTS	Gr5 MEDIUM-STRENGTH STEEL
HEAD	1/4in HR A36 STEEL

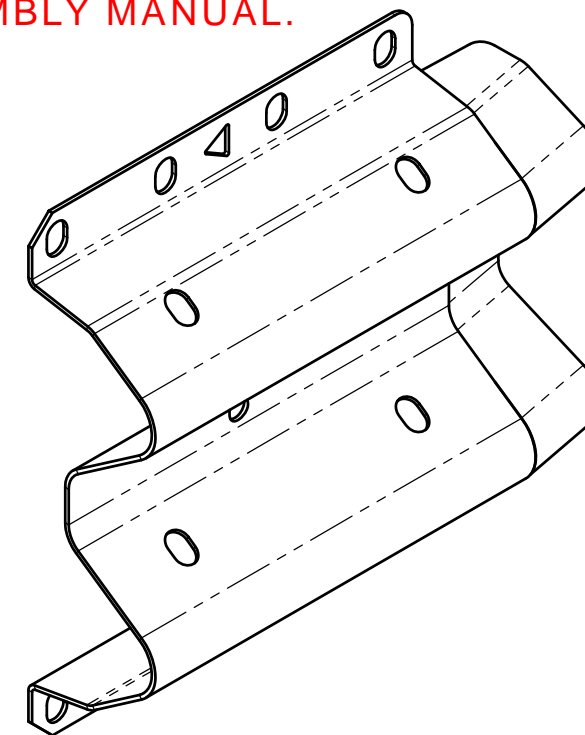
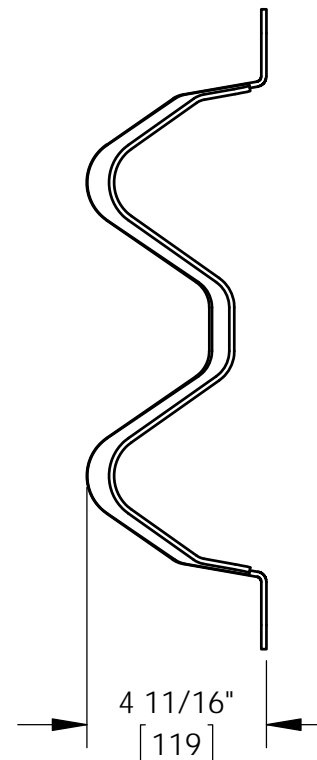
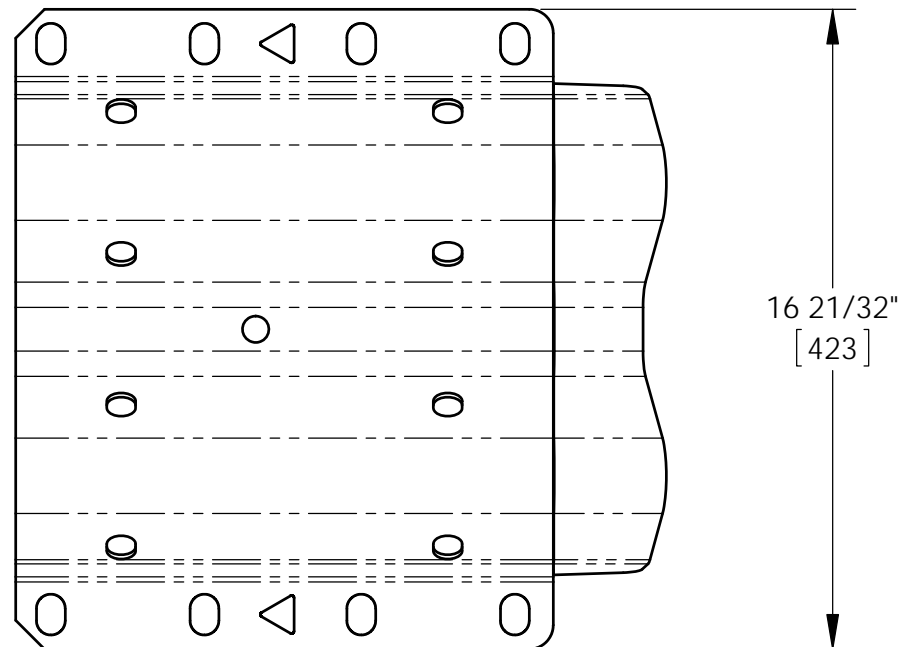
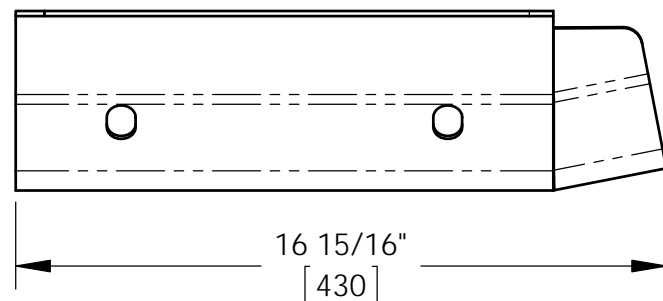


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APPROVALS		INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5-1994		IMPACT HEAD			
DRAWN BY: AEM		THIRD ANGLE PROJECTION					
DRAWN DATE: 11/29/16				SIZE	DWG NO.	REV.	
APPR'D BY: GAD				B	BSI-1610062-US	A	
APPR'D DATE: 11/29/16		DO NOT SCALE DRAWING	REV	ECN#	DATE	SCALE 1:5	SHEET 1 OF 1

**NOTE: THIS IS A BASIC REPRESENTATION OF A TSS PANEL.
IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.**

NOTES: UNLESS OTHERWISE SPECIFIED.

- 1. DIMENSIONS SHOWN ARE REFERENCE.
- 2. DIMENSIONS ARE IN INCHES, DIMENSIONS IN BRACKETS ARE mm.
- 3. MATERIAL: 10ga A1011
FINISH: GALVANIZED PER ASTM A123



D

C

B

A

D

C

B

A

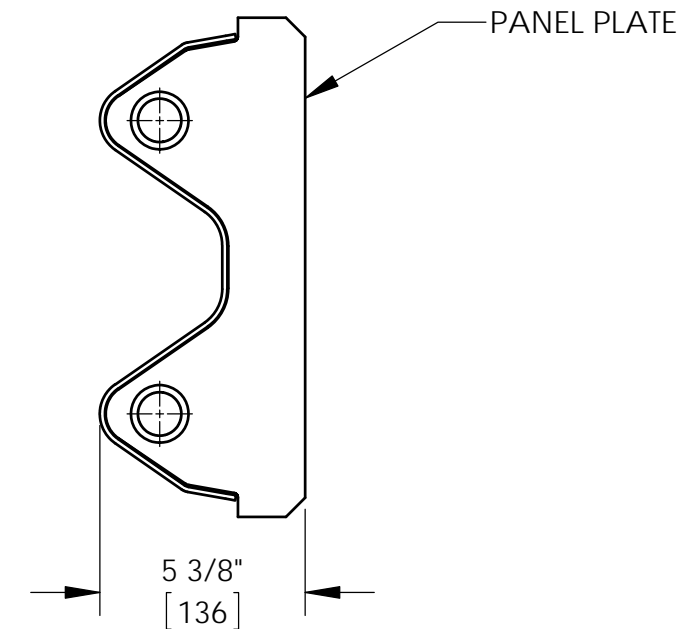
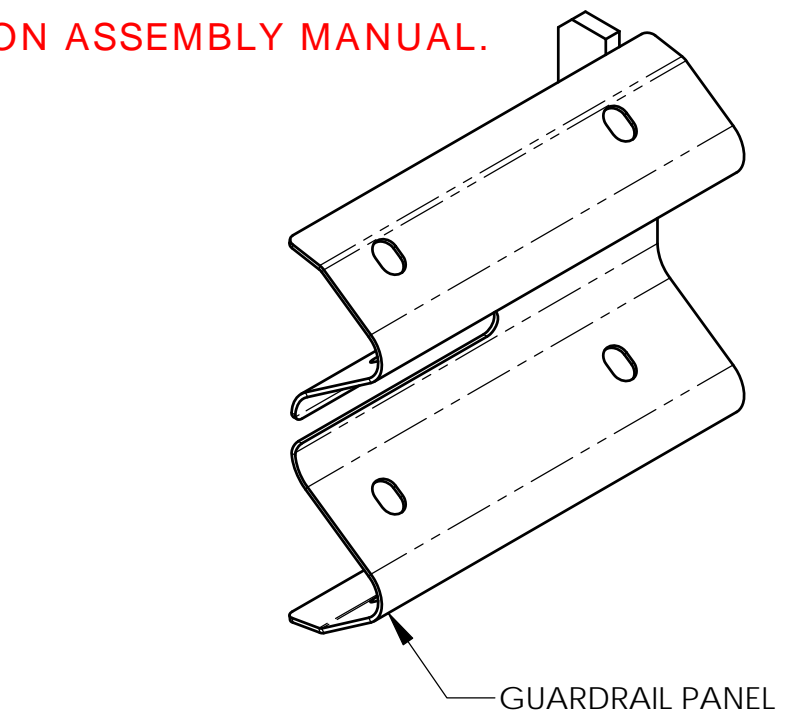
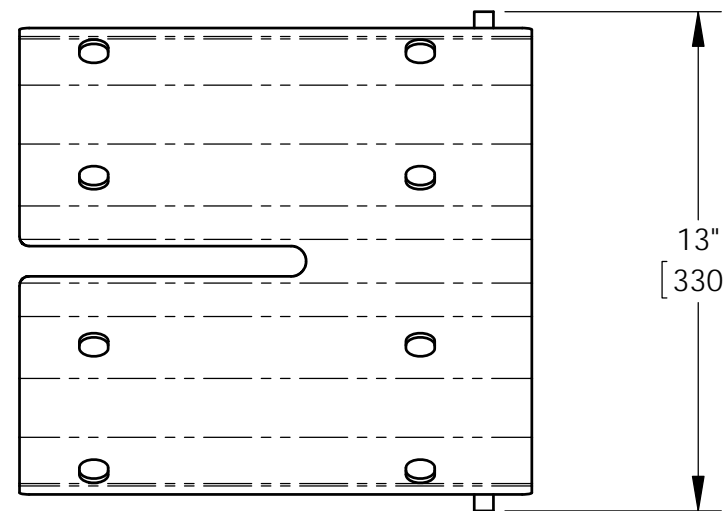
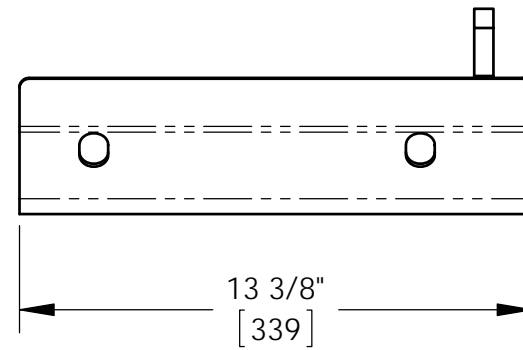
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APPROVALS		INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5-1994		TSS PANEL			
DRAWN BY: AEM		THIRD ANGLE PROJECTION					
DRAWN DATE: 11/29/16				SIZE	DWG NO.	REV.	
APPR'D BY: GAD				B	BSI-1610064-US	A	
APPR'D DATE: 11/29/16		DO NOT SCALE DRAWING	REV	ECN#	DATE	SCALE 1:5	SHEET 1 OF 1

**NOTE: THIS IS A BASIC REPRESENTATION OF A ISS PANEL.
IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.**

NOTES: UNLESS OTHERWISE SPECIFIED.

- 1. DIMENSIONS SHOWN ARE REFERENCE.
- 2. DIMENSIONS ARE IN INCHES, DIMENSIONS IN BRACKETS ARE mm.
- 3. FINISH: GALVANIZED PER ASTM A123
MATERIAL: AS LISTED IN THE TABLE BELOW

ITEM	MATERIAL SPECIFICATION
GUARDRAIL PANEL	10ga OR A1011
PANEL PLATE	STEEL PLATE, A36 Hr

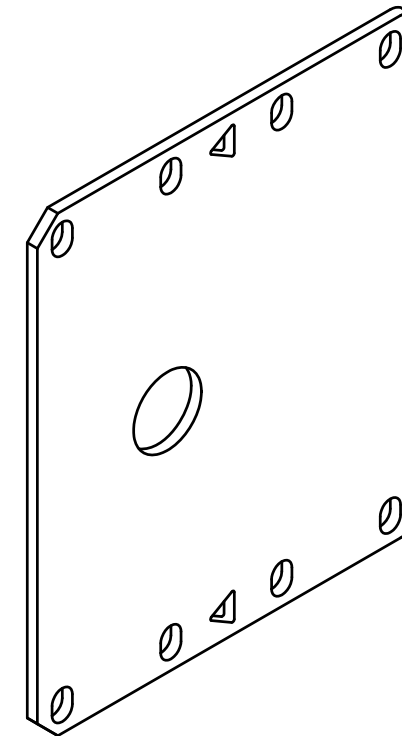
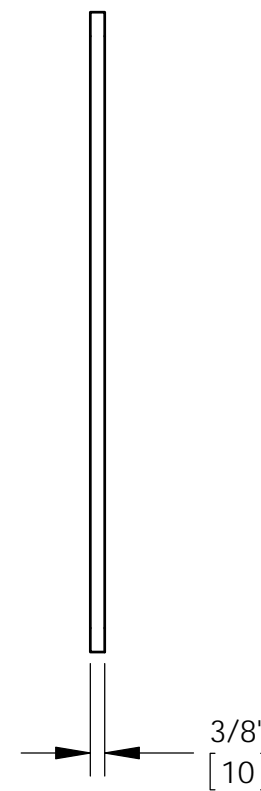
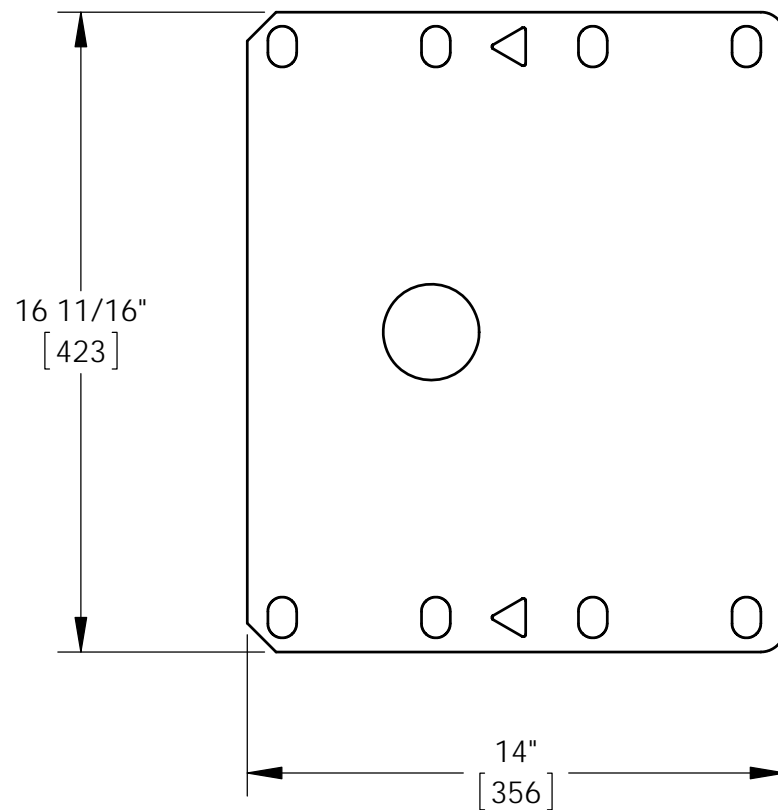


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APPROVALS		INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5-1994		TITLE <h3 style="text-align: center;">ISS PANEL</h3>			
DRAWN BY: AEM		THIRD ANGLE PROJECTION					
DRAWN DATE: 11/29/16				SIZE	DWG NO.	REV.	
APPR'D BY: GAD				B	BSI-1610065-US	A	
APPR'D DATE: 11/29/16		DO NOT SCALE DRAWING		SCALE	1:5	SHEET	1 OF 1
REV	ECN#	DATE					

NOTE: THIS IS A BASIC REPRESENTATION OF A RSS PLATE.
IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

NOTES: UNLESS OTHERWISE SPECIFIED.

- 1. DIMENSIONS SHOWN ARE REFERENCE.
- 2. DIMENSIONS ARE IN INCHES, DIMENSIONS IN BRACKETS ARE mm.
- 3. MATERIAL: ASTM A36 STEEL
FINISH: GALVANIZED PER ASTM A123

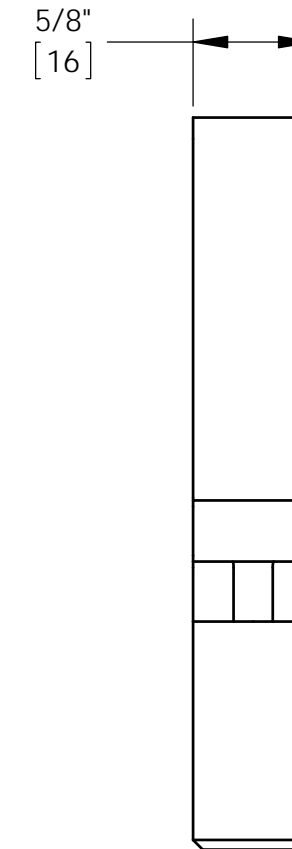
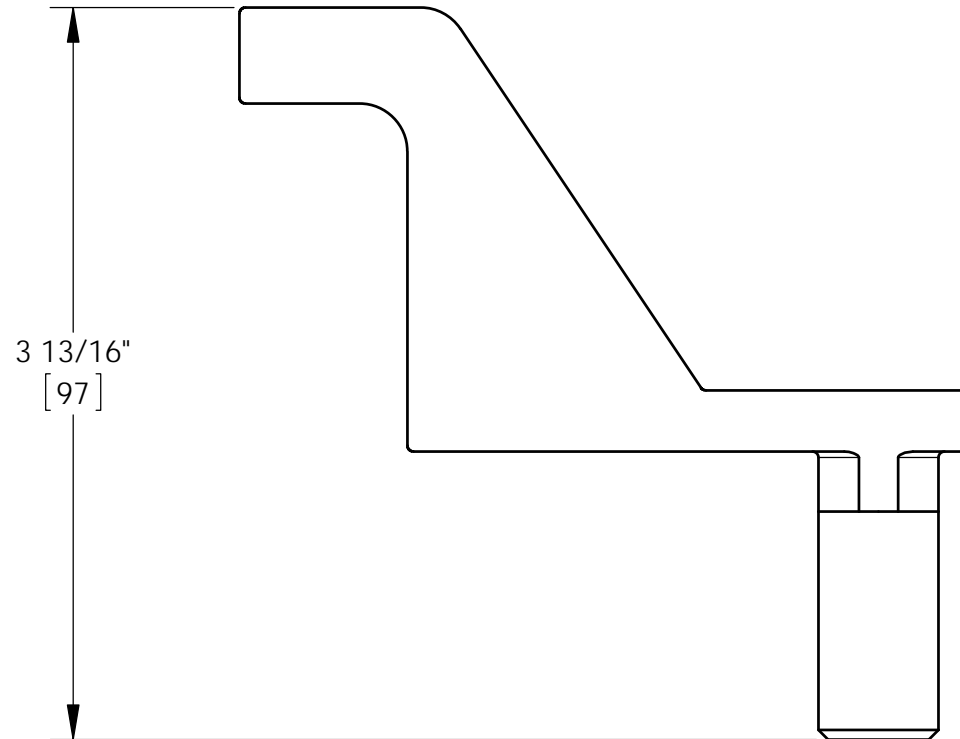
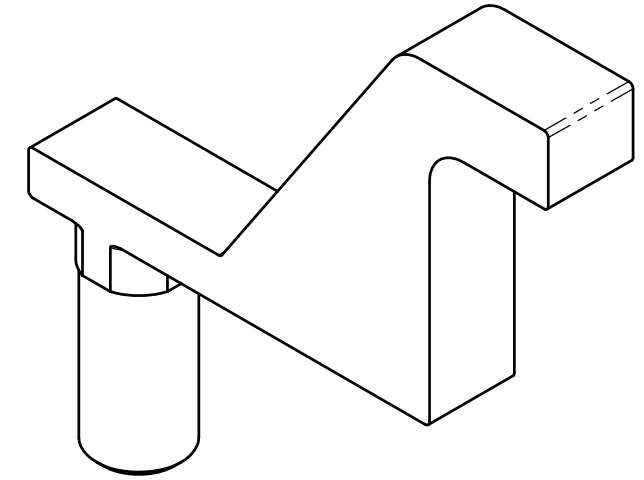
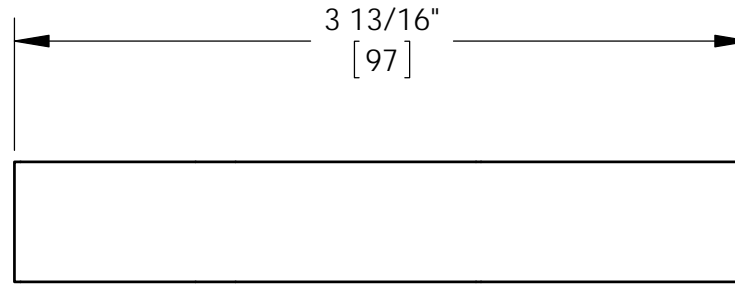


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APPROVALS		INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5-1994		RSS PLATE				
DRAWN BY: AM		THIRD ANGLE PROJECTION						
DRAWN DATE: 11/29/16				SIZE	DWG NO.	REV.		
APPR'D BY: AEM				A	3254	11/01/16	B	BSI-1610067-US
APPR'D DATE: 11/29/16		DO NOT SCALE DRAWING		REV	ECN#	DATE	SCALE 1:5	SHEET 1 OF 1

**NOTE: THIS IS A BASIC REPRESENTATION OF A TOOTH, GEOMET.
IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.**

NOTES: UNLESS OTHERWISE SPECIFIED.

1. DIMENSIONS SHOWN ARE REFERENCE.
2. DIMENSIONS ARE IN INCHES, DIMENSIONS IN BRACKETS ARE mm.
3. MATERIAL: ASTM A29 AND ASTM A322, GRADE 4140/4142
FINISH: GEOMET PER ASTM 1136/M

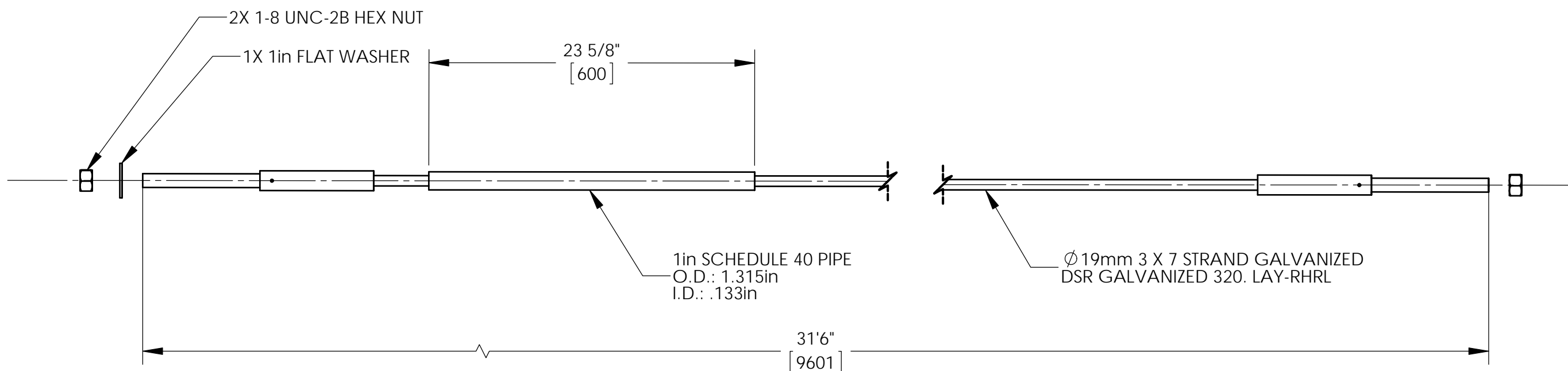


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APPROVALS		INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5-1994		TITLE			
DRAWN BY: AEM		THIRD ANGLE PROJECTION		TOOTH, GEOMET			
DRAWN DATE: 11/29/16				SIZE	DWG NO.	REV.	
APPR'D BY: GAD				B	BSI-1610066-US	A	
APPR'D DATE: 11/29/16		DO NOT SCALE DRAWING	REV	ECN#	DATE	SCALE 1:1	SHEET 1 OF 1

NOTE: THIS IS A BASIC REPRESENTATION OF A CABLE ASSEMBLY.
IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

NOTES: UNLESS OTHERWISE SPECIFIED.

1. FINISH: GALVANIZED PER ASTM A123.

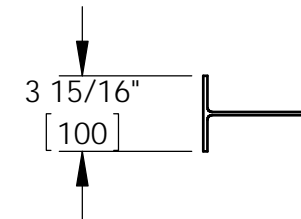
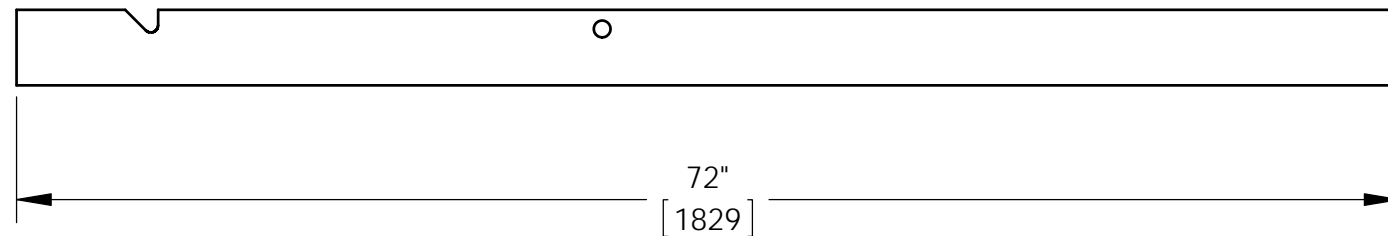
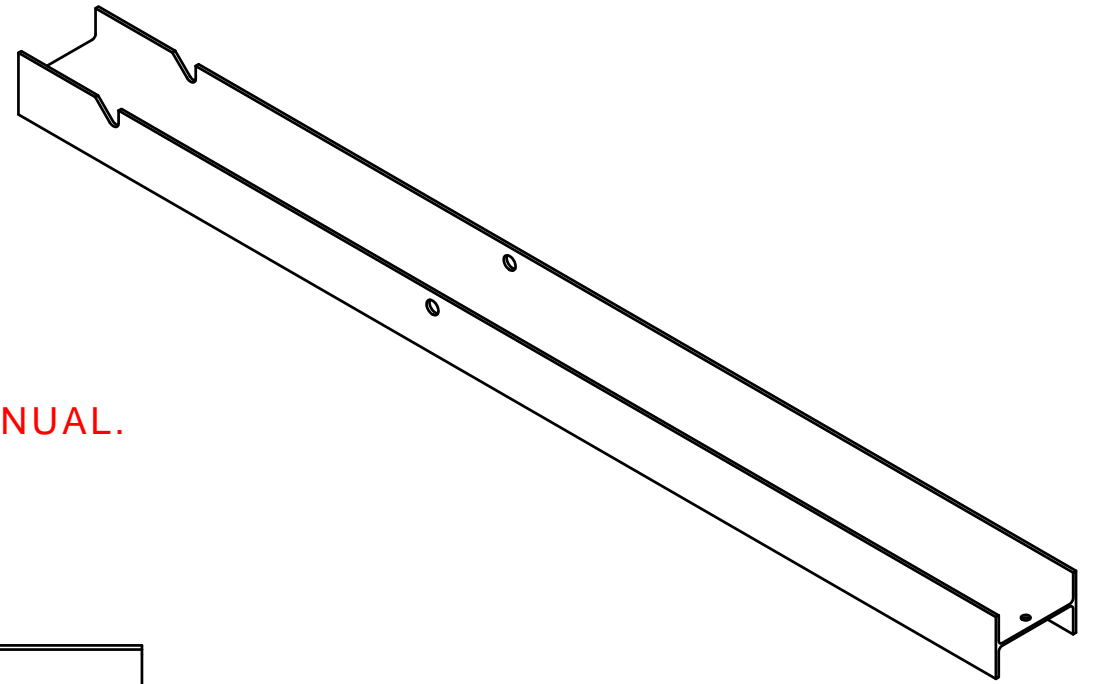


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	APPROVALS DRAWN BY: AEM DRAWN DATE: 11/29/16 APPR'D BY: GAD APPR'D DATE: 11/29/16	INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5-1994 THIRD ANGLE PROJECTION 						CABLE ASSEMBLY	
						TITLE CABLE ASSEMBLY	SIZE B	DWG NO. BSI-1610069-US	REV. A
	DO NOT SCALE DRAWING	REV	ECN#	DATE	SCALE 1:8	SHEET 1 OF 1			

NOTES: UNLESS OTHERWISE SPECIFIED.

1. DIMENSIONS SHOWN ARE REFERENCE.
2. DIMENSIONS ARE IN INCHES, DIMENSIONS IN BRACKETS ARE mm.
3. MATERIAL: W6x9, ASTM A992 STEEL
FINISH: GALVANIZED PER ASTM A123

**NOTE: THIS IS A BASIC REPRESENTATION OF A POST, I-BEAM, W6x9 6 FT.
IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.**

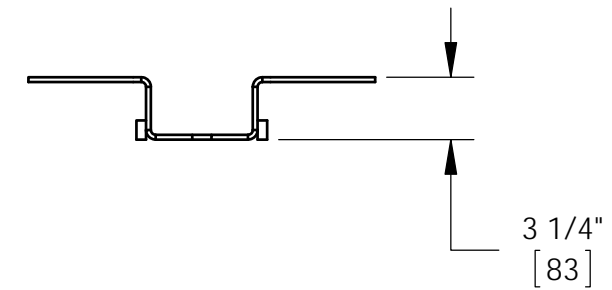
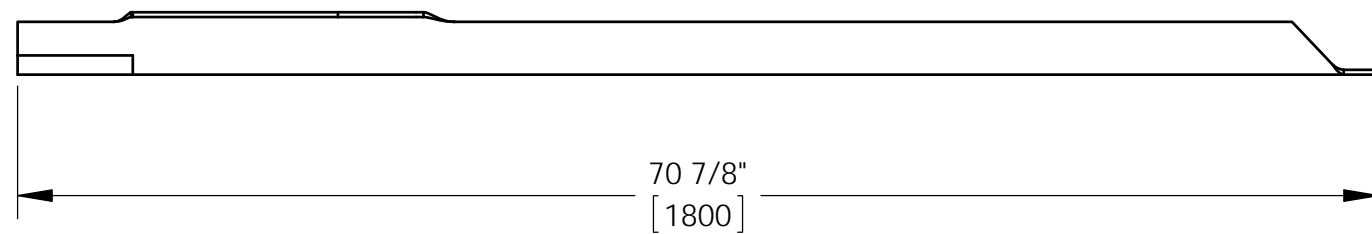
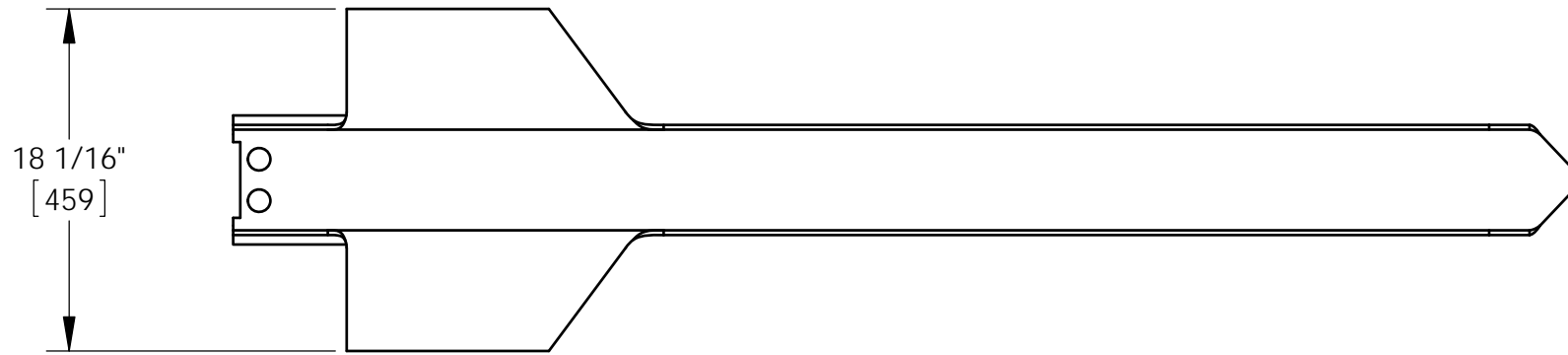
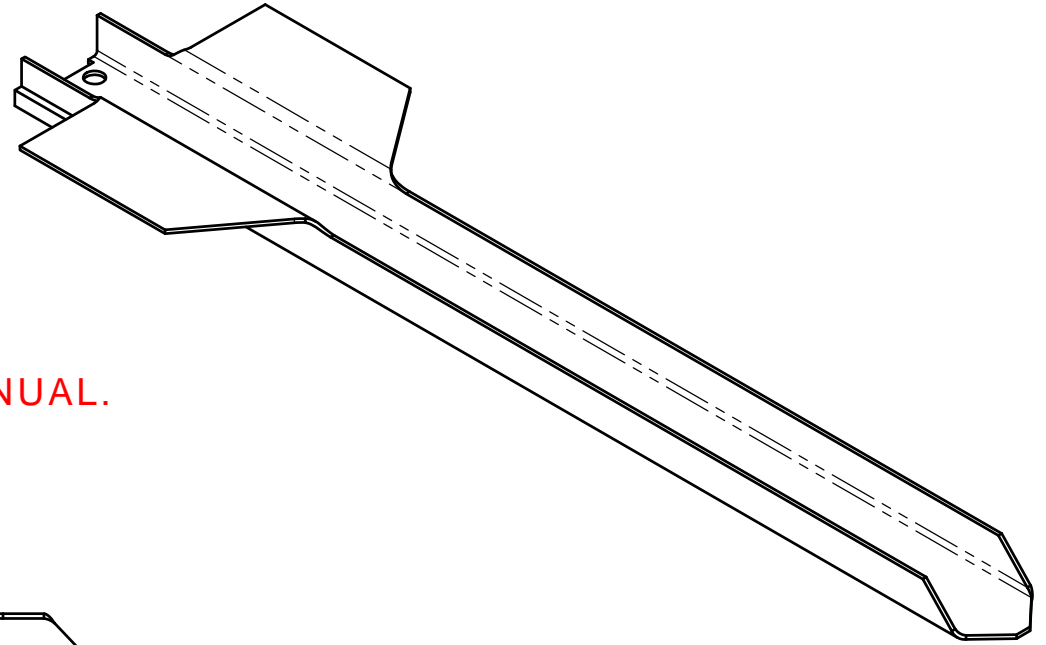


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APPROVALS		INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5-1994		TITLE			
DRAWN BY: AEM		THIRD ANGLE PROJECTION		POST, I-BEAM, W6x9 6FT.			
DRAWN DATE: 11/29/16				SIZE	DWG NO.	REV.	
APPR'D BY: GAD				B	BSI-1610063-US	A	
APPR'D DATE: 11/29/16		DO NOT SCALE DRAWING	REV	ECN#	DATE	SCALE 1:10	SHEET 1 OF 1

NOTES: UNLESS OTHERWISE SPECIFIED.

1. DIMENSIONS SHOWN ARE REFERENCE.
2. DIMENSIONS ARE IN INCHES, DIMENSIONS IN BRACKETS ARE mm.
3. MATERIAL: ASTM A36 STEEL
FINISH: GALVANIZED PER ASTM A123

**NOTE: THIS IS A BASIC REPRESENTATION OF A SOIL ANCHOR.
IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.**

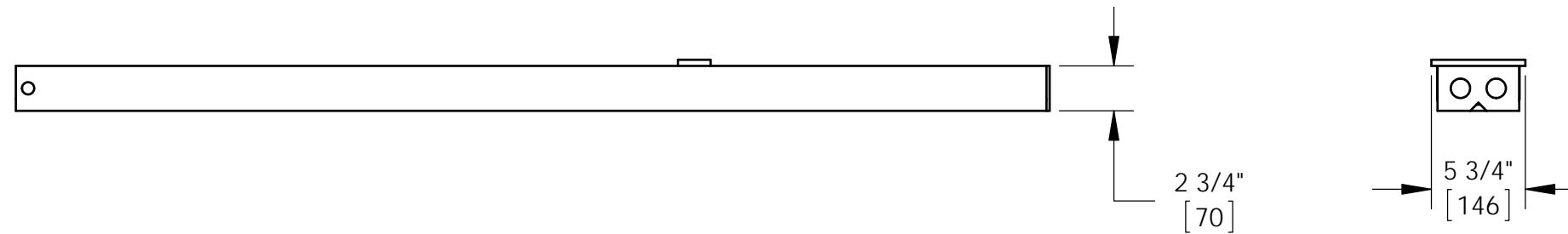
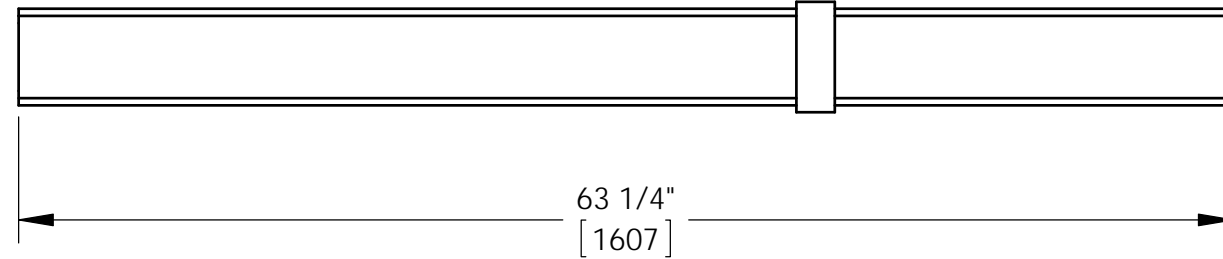
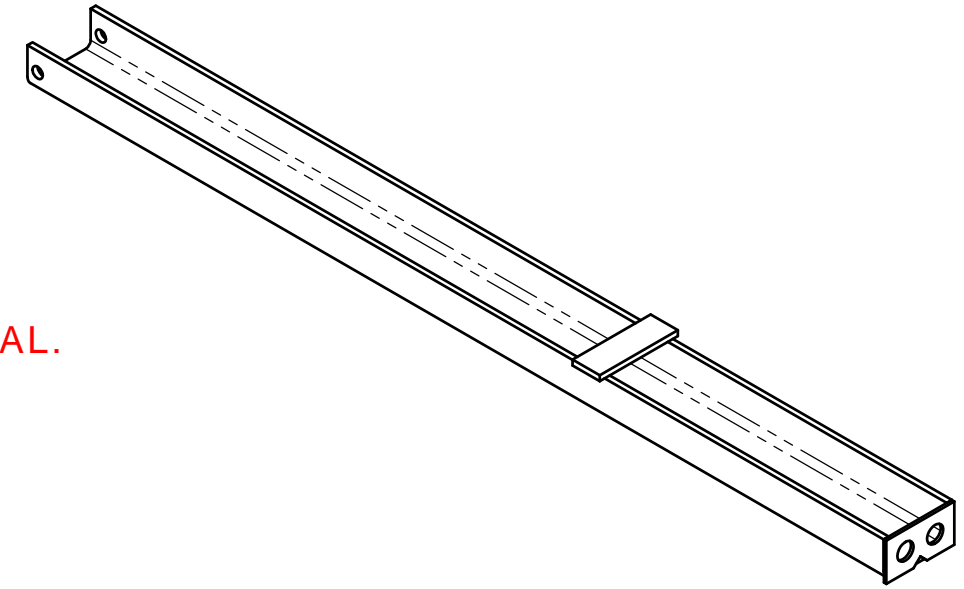


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APPROVALS		INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5-1994		SOIL ANCHOR			
DRAWN BY: AEM		THIRD ANGLE PROJECTION					
DRAWN DATE: 11/29/16				SIZE	DWG NO.	REV.	
APPR'D BY: GAD				B	BSI-1610060-US	A	
APPR'D DATE: 11/29/16		DO NOT SCALE DRAWING	REV	ECN#	DATE	SCALE 1:10	SHEET 1 OF 1

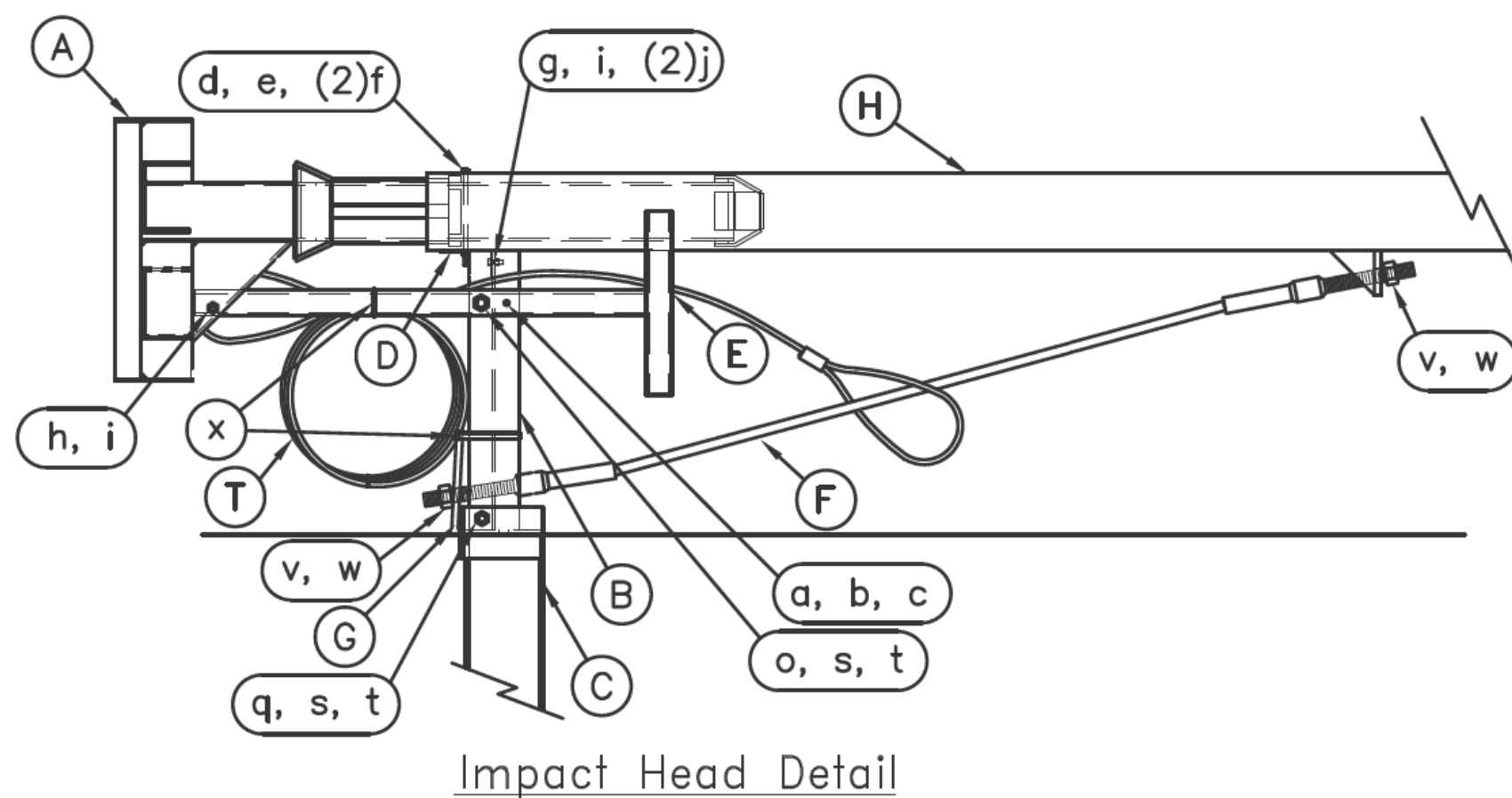
NOTES: UNLESS OTHERWISE SPECIFIED.

1. DIMENSIONS SHOWN ARE REFERENCE.
2. DIMENSIONS ARE IN INCHES, DIMENSIONS IN BRACKETS ARE mm.
3. MATERIAL: ASTM A36 STEEL
FINISH: GALVANIZED PER ASTM A123

**NOTE: THIS IS A BASIC REPRESENTATION OF A GROUNDSTRUT.
IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.**



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APPROVALS DRAWN BY: AEM DRAWN DATE: 11/29/16 APPR'D BY: GAD APPR'D DATE: 11/29/16		INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5-1994 THIRD ANGLE PROJECTION 		TITLE GROUNDSTRUT		SIZE B	DWG NO. BSI-1610061-US	REV. A
DO NOT SCALE DRAWING		REV	ECN#	DATE	SCALE 1:10	SHEET 1 OF 1		

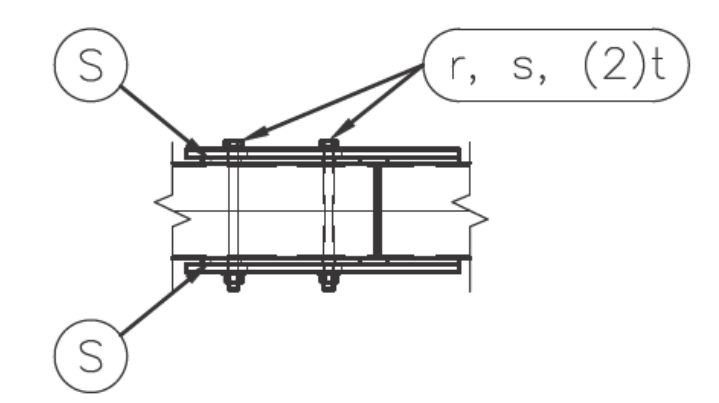
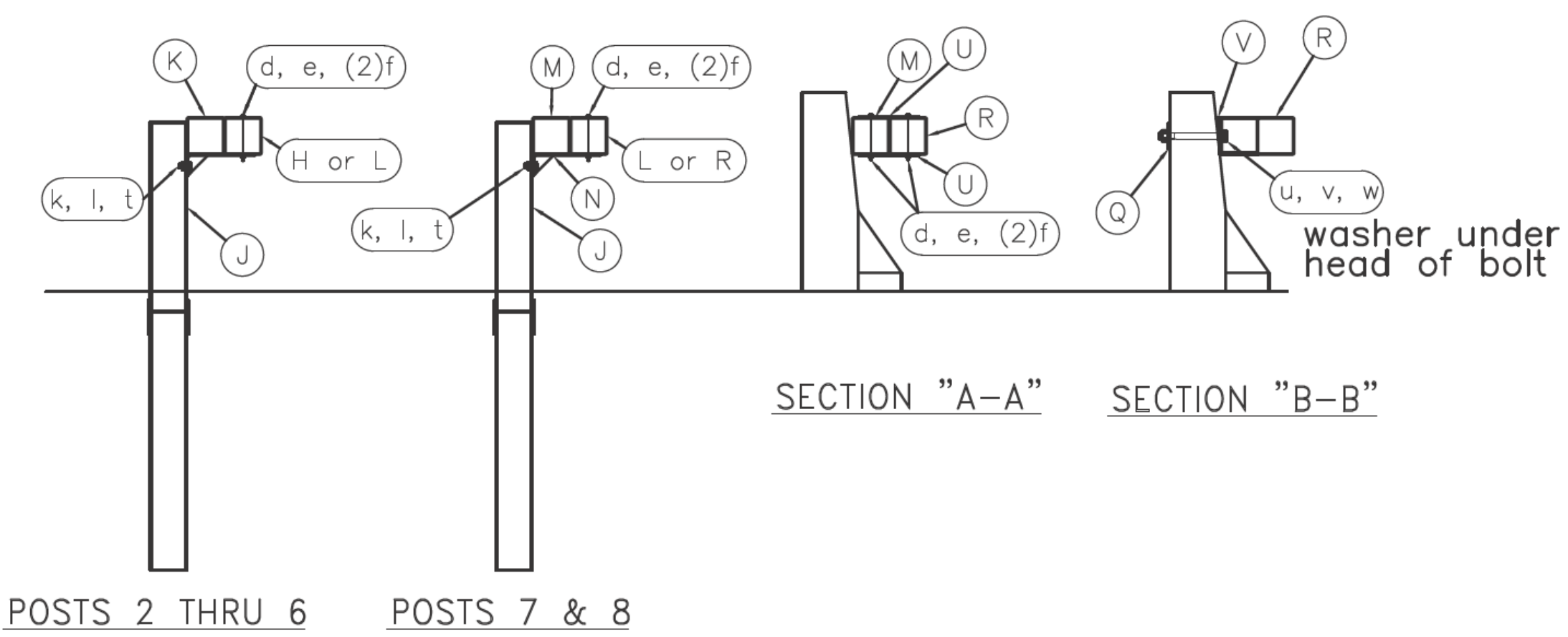


Impact Head Detail

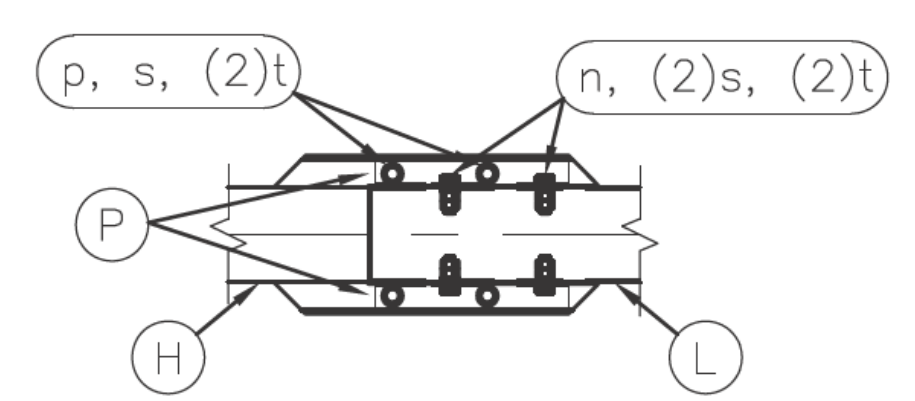
General Notes for the BEAT-SSCC:

- 1) Unless otherwise noted, all hardware, cable assemblies, tubing, posts, impact heads and other steel components shall be galvanized.
- 2) The breakaway cable assembly must be taut. A locking device (vice grips or channel locks) should be used to prevent the cable from twisting when tightening nuts.
- 3) An object marker meeting State specifications should be installed on the front of the impact head.
- 4) The approach area in front of the BEAT-SSCC and the area within the system itself shall be free of fixed obstacles and have a fill slope or a cut slope of 10:1 or flatter.
- 5) Due to its single-sided design, the BEAT-SSCC is not appropriate for use at locations where backside hits towards the rigid concrete barrier are possible, e.g. in gore areas.
- 6) The connection of the BEAT-SSCC to the stationary rigid structure is critical to insure proper performance of the system. The length of the 1" bolts used to attach the system will vary with the wall structure and will need to be determined in the field.

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE BEAT-SSCC END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.



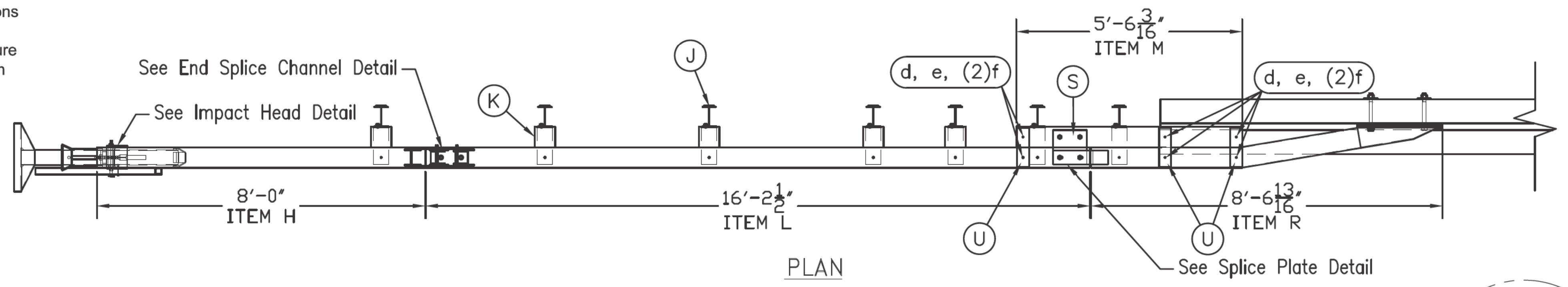
Splice Plate Detail



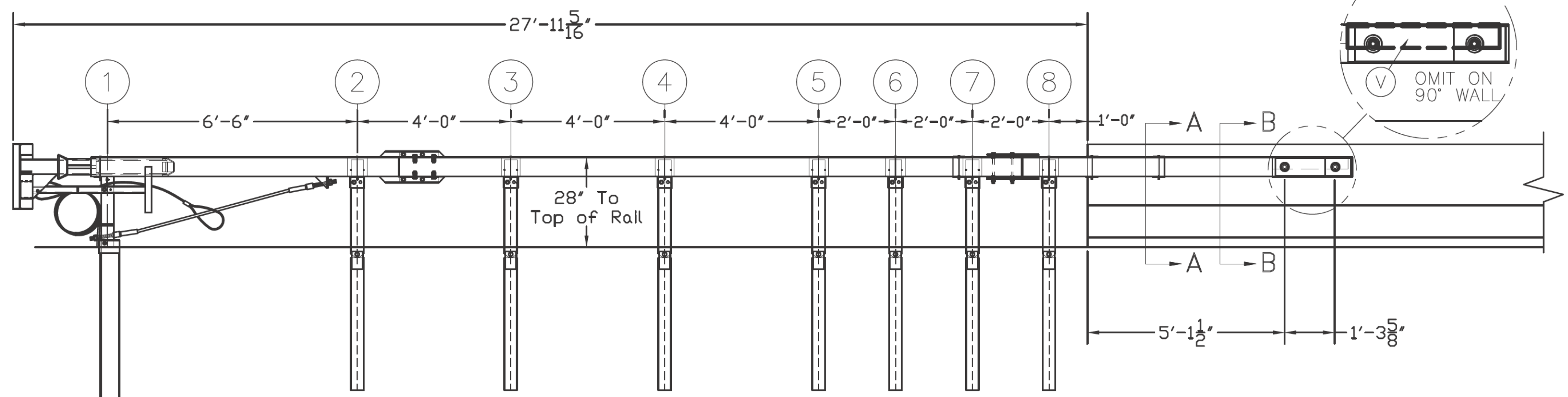
End Splice Channel Detail

ITEM P Splice Channels will set on the top and bottom of ITEM L Second Rail. The bent plates welded to the end of ITEM H End Tube Rail will set on top of ITEM P Splice Channels.

ITEM	QTY	DESCRIPTION	PART #
A	1	Box-Beam Impact Head	B3000
B	1	Upper End Post W6x9 x 1'-9 1/2" LG.	BEAT-UP
C	1	Lower End Post W6x15 x 8'-0" LG.	BEAT-LP
D	1	Support Bracket L4x2 x 4" LG.	BEAT-SB
E	1	Post Breaker Welded TS2x2x1/4"	BEAT-PB
F	1	Cable Anchor Assembly	E770
G	1	Cable Anchor Bearing Plate	E750
H	1	End Tube Rail TS6x6x1/8 x 8'-0" LG.	B-SS102
J	7	Steel Breakaway Line Post W6x9 x 6' LG.	PB621
K	5	Support Bracket w/ Blockout TS6x6 w/ Bent PL.	B-SS104
L	1	Second Rail x 16'-2 1/2" LG.	B-SS106
M	1	Transition Blockout x 5'-6 3/16" LG.	B-SS108
N	2	Trans. Support Bracket 3/16" Bent PL. w/ Gusset	B-SS110
P	2	Bent End Splice	BP-SC
Q	2	1" Square Washer PL. 4x4x1/4"	B-SS112
R	1	Anchor Rail x 8'-6 13/16" LG.	B-SS114
S	2	Splice Plate 10" x 10" x 3/8"	B-SS116
T	1	3/8" GALV. Cable x 20'-0"	C3820
U	6	Tie Plate PL. 11 1/2 x 3 1/2 x 3/16"	B-SS120
V	1	Spacer (OMIT ON 90° WALL)	B-SS122
HARDWARE			
a	1	1/4" x 3" Hex Bolt Grade 2	B140304
b	1	1/4" Hex Nut	N014
c	1	1/4" Washer	W014
d	14	5/16" x 7 1/2" Hex Bolt Grade 5	B51607504A
e	14	5/16" Hex Nut	N0516
f	28	5/16" Washer	W0516
g	1	1/2" x 2" Hex Bolt	B120204
h	1	1/2" x 5" Hex Bolt Grade 5	B120504A
i	2	1/2" Hex Nut	N012
j	2	1/2" Washer	W012
k	7	5/8" x 1 1/2" Hex Bolt	B580154
l	7	5/8" Recess Nut	N050
n	4	5/8" x 2" Hex Bolt Grade 5	B580204A
o	1	5/8" x 3" Hex Bolt Grade 5	B580304A
p	4	5/8" x 6" Hex Bolt Grade 5	B580604A
q	1	5/8" x 8" Hex Bolt Grade 5	B580804A
r	4	5/8" x 9" Hex Bolt Grade 5	B580904A
s	18	5/8" Hex Nut	N055
t	33	5/8" Washer	W050
u	2	1" x 16" Hex Bolt Grade 5 (Length Varies: see notes)	B101604A
v	4	1" Hex Nut Grade 5	N100A
w	4	1" Washer Grade 5	W100A
x	2	Cable Tie	CT100



PLAN



ELEVATION

RSI
Road Systems, Inc.
Big Spring, TX
Phone: 432-263-2435
or Phone: 330-346-0721

BEAT-SSCC
Single Sided Crash Cushion
Assembly Drawing

Drawing Name: BEAT-SSCC-RS
Scale: NONE

Sheet:
A1
Date:
02/21/13
By: JRR
Rev:

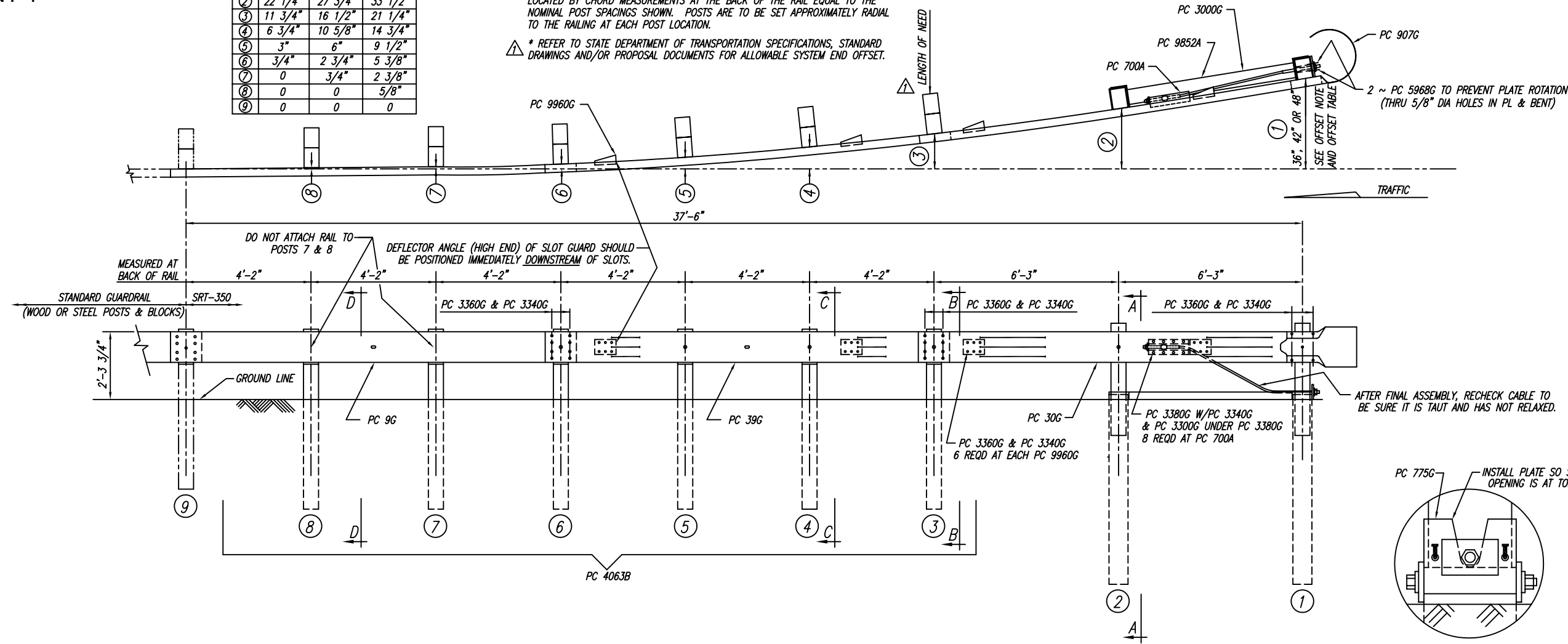
EXHIBIT A
ATTACHMENT 1

POST OFFSET DIMENSION TABLE			
POST No	* SYSTEM END OFFSET		
	3'-0"	3'-6"	4'-0"
①	36"	42"	48"
②	22 1/4"	27 3/4"	33 1/2"
③	11 3/4"	16 1/2"	21 1/4"
④	6 3/4"	10 5/8"	14 3/4"
⑤	3"	6"	9 1/2"
⑥	3/4"	2 3/4"	5 3/8"
⑦	0	3/4"	2 3/8"
⑧	0	0	5/8"
⑨	0	0	0

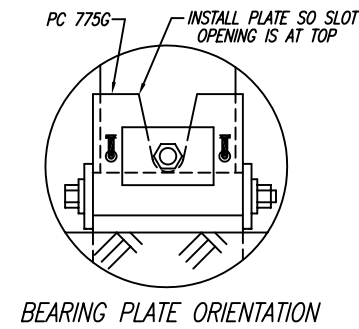
OFFSET NOTE:
THE POST OFFSET DIMENSIONS ARE GIVEN TO THE CENTER OF THE TRAFFIC FACE OF THE BLOCKOUTS, EXCEPT AT THE FIRST TWO POSTS, WHERE THE DIMENSION IS TO THE CENTER OF THE TRAFFIC FACE OF THE POST. OFFSET POINTS ARE TO BE LOCATED BY CHORD MEASUREMENTS AT THE BACK OF THE RAIL EQUAL TO THE NOMINAL POST SPACINGS SHOWN. POSTS ARE TO BE SET APPROXIMATELY RADIAL TO THE RAILING AT EACH POST LOCATION.

* REFER TO STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, STANDARD DRAWINGS AND/OR PROPOSAL DOCUMENTS FOR ALLOWABLE SYSTEM END OFFSET.

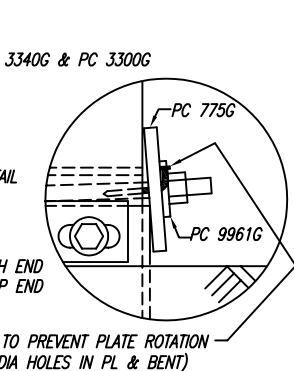
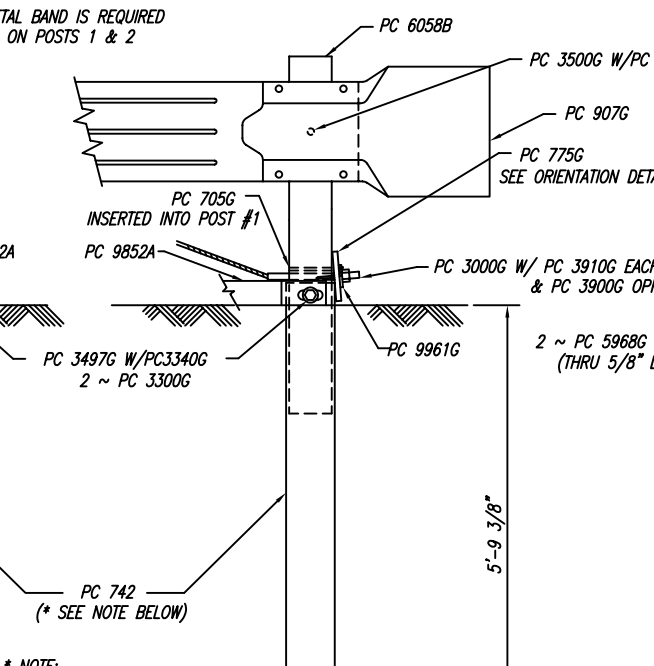
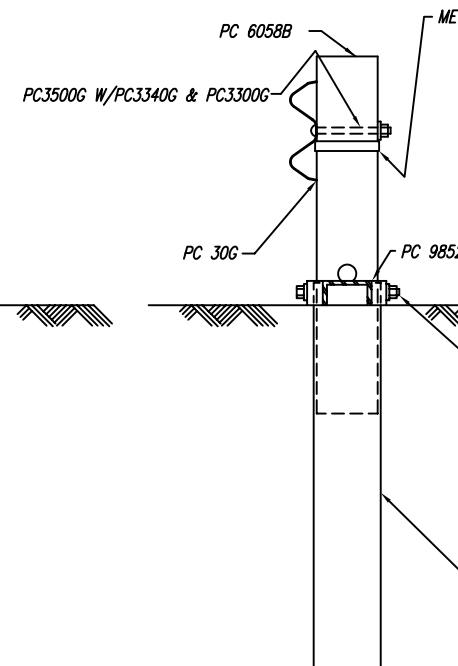
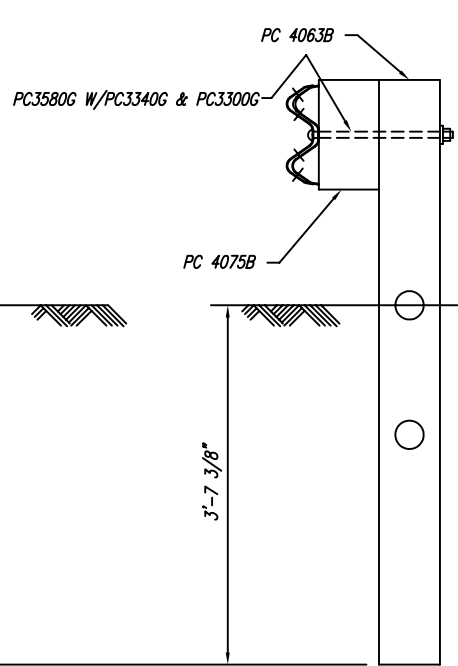
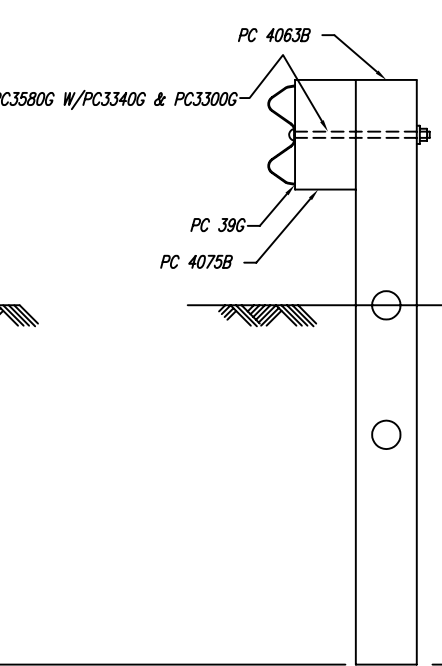
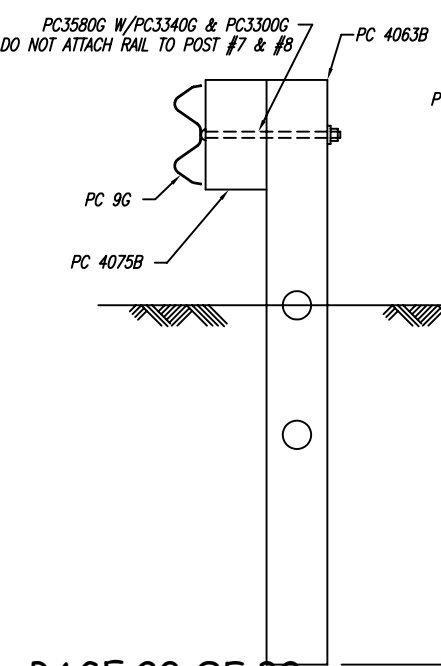
NOTE: THIS IS A BASIC REPRESENTATION OF THE SRT-350 END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.



BILL OF MATERIAL		
PC	QTY	DESCRIPTION
9G	1	12/12/6/6 3/8 S (GUARDRAIL)
30G	1	12/12/6/6 3/8 S SRT-1 (GUARDRAIL)
39G	1	12/12/6 S SRT-2 (GUARDRAIL)
700A	1	CABLE ANCHOR BRACKET
705G	1	2" x 5 1/2" PIPE
742G	2	6'0" TUBE SLEEVE
775G	1	5/8 x 6 x 8 BEARING PLATE
907G	1	12/BUFFER/ROLLED (TERMINAL)
3000G	1	3/4 x 6 6 CABLE
3300G	20	5/8" WASHER
3340G	62	5/8" HEX NUT
3360G	44	5/8" x 1 1/4" SPLICE BOLT
3380G	8	5/8" x 1 1/2" HEX HD BOLT
3497G	2	5/8" x 9 1/2" HEX HD BOLT
3500G	2	5/8" x 10" POST BOLT
3580G	6	5/8" x 18" POST BOLT
3900G	1	1" WASHER
3910G	2	1" HEX NUT
4063B	6	6'0" POST 6 x 8
4075B	6	14" BLOCK 6 x 8
6058B	2	3" 9 POST 5 1/2 x 7 1/2
5968G	2	16d NAIL SRT
9852A	1	STRUT ASSEMBLY
9960G	4	SLOT GUARD
9961G	1	3/8 x 3 x 4 PLATE WASHER



** GUARDRAIL PANEL PC 30G IS SHOWN PC 34G IS AN ACCEPTABLE ALTERNATE.



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REV.	CHK'D	BY	DATE	REMARKS
2	BT		6-20-01	REPLACED PC 34G WITH PC 30G
1	BT		7-12-99	ADDED OFFSET NOTE & LENGTH OF NEED

SRT-350

SLOTTED RAIL TERMINAL
POST LAYOUT AND ERECTION DETAILS
SRT-350 (12.5, 8 POST)

CUSTOMER	P.O. No.	DATE	5-21-99
		ENG. FILE #	SS444-01E
		SHT.No.	E1 OF 1
		DRAWING No.	SS 444
		REV.	2

TRINITY INDUSTRIES, INC.
HIGHWAY SAFETY PRODUCTS
2525 STEMMONS FREEWAY, DALLAS TX 75207

SECTION "D-D"
(@ POST #7 & #8)

SECTION "C-C"
(@ POSTS #4, & #5)

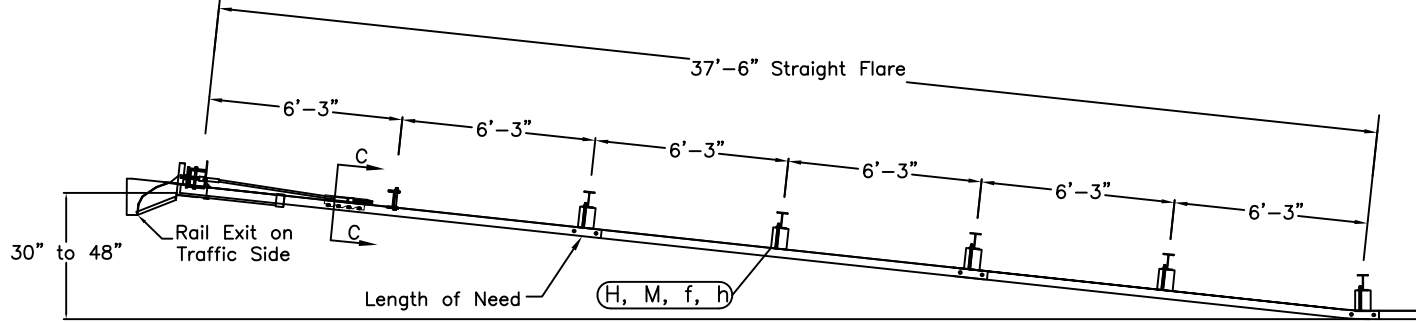
SECTION "B-B"
(@ POSTS #3 & #6)

SECTION "A-A"
(@ POST #2)

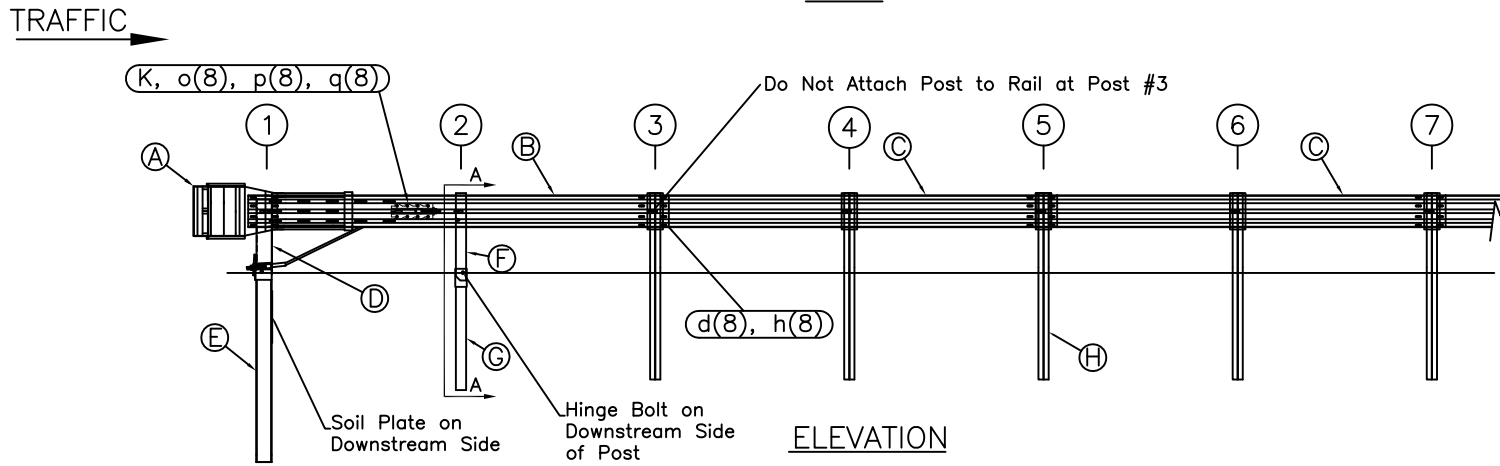
ENLARGED VIEW @ POST #1

* NOTE:
POST SLEEVE TUBE x 4'-6" LG
WITH 18" x 1/4" x 24" SOIL PLATE
IS AN AVAILABLE OPTION FOR
POSTS #1 & #2.

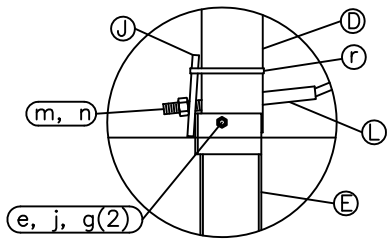
NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE FLEAT-SP TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.



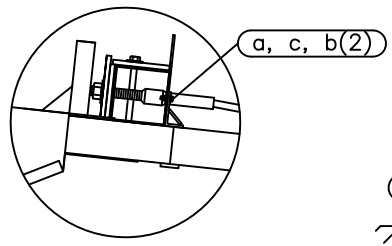
PLAN



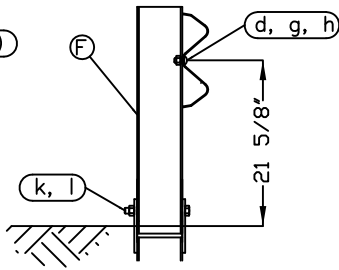
ELEVATION



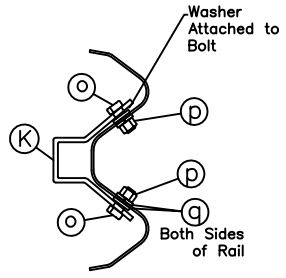
Post #1 Connection Detail



Impact Head Connection Detail



SECTION A-A
Post #2



SECTION C-C
Anchor Bracket

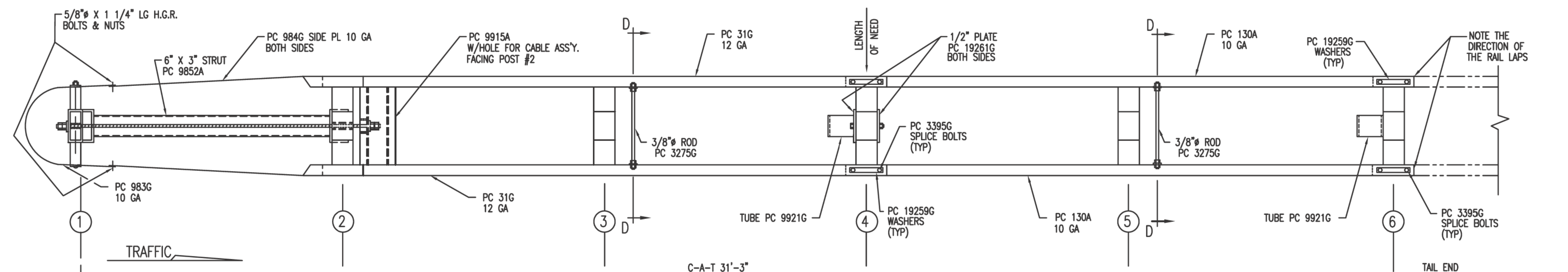
ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	FLEAT IMPACT HEAD	F3000
B	1	FLEAT ANCHOR RAIL 12"-6"	SF1303
C	2	W-BEAM GUARDRAIL 12"-6"	G1203
D	1	FIRST POST TOP (6X6X1/4" Tube)	TPHP1A
E	1	FIRST POST BOTTOM (6" W6X15)	TPHP1B
F	1	UNIVERSAL HINGE POST #2 UPPER	UHP2A
G	1	HINGED POST LOWER	HP-B
H	5	STEEL LINE POST (6" W6x9)	P621
J	1	BEARING PLATE	E750
K	1	CABLE ANCHOR BOX	S760
L	1	BCT CABLE ANCHOR ASSEMBLY	E770
M	5	RECYCLED PLASTIC BLOCK OR EQUIV.	CBSP-14

HARDWARE (ALL DIMENSIONS IN INCHES)			
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	17	5/8 x 1 1/4 SPLICE BOLT	B580122
e	1	5/8 x 9 HEX BOLT GRD 5	B580904A
f	5	5/8 x 10 H.G.R. BOLT	B581002
g	3	5/8 WASHER	W050
h	22	5/8 H.G.R. NUT	N050
j	1	5/8 NUT	N055
k	1	3/4 x 8 1/2 HEX BOLT GRD A449	B340854A
l	1	3/4 HEX NUT	N030
m	2	1" ANCHOR CABLE HEX NUT	N100
n	2	1" ANCHOR CABLE WASHER	W100
o	8	1/2 RSI SHOULDER BOLT W/WASHER	SB12A
p	8	1/2 STRUCTURAL NUT	N012A
q	8	1/2 STRUCTURAL WASHER	W012A
r	1	BEARING PLATE RETAINER TIE	CT-100ST

- GENERAL NOTES:**
- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
 - The lower sections of the Posts 1&2 shall not protrude more than 4 in above the ground (measured along a 5' cord). Site grading may be necessary to meet this requirement.
 - The lower sections of the hinged posts should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
 - When competent rock is encountered, a 12" Ø post hole, 20 in. deep cored into the rock surface may be used if approved by the engineer for post 1. Granular material will be placed in the bottom of the hole, approximately 2.5" deep to provide drainage. The first post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
 - The breakaway cable assembly must be taut. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.

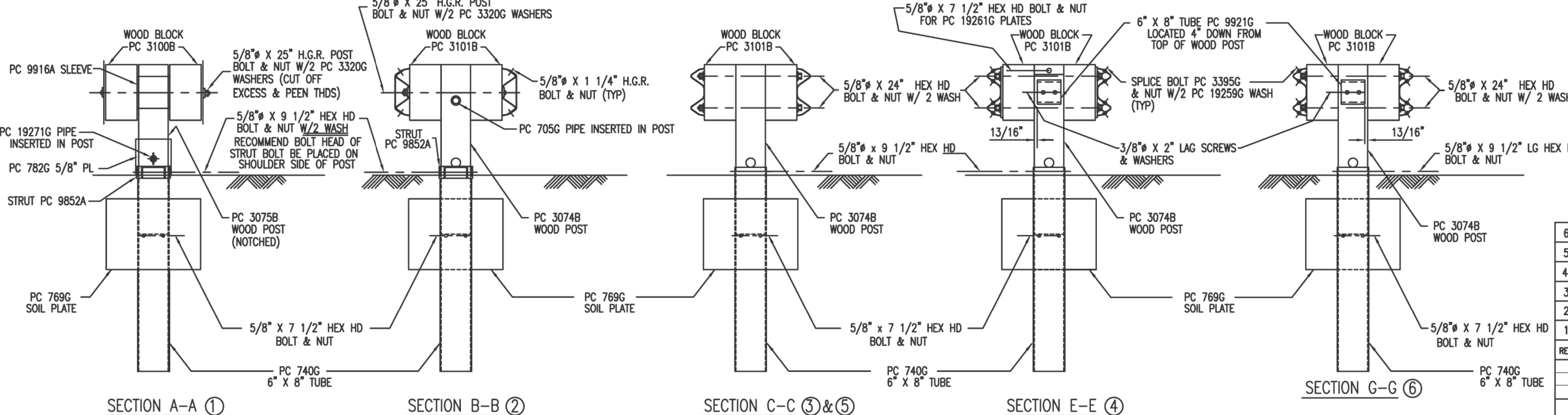
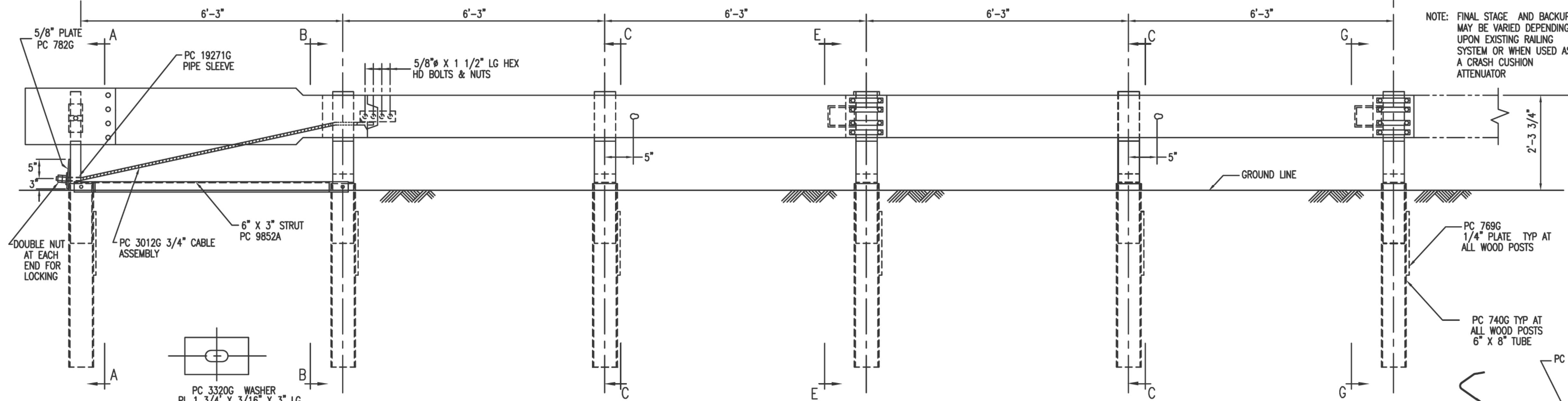


FLEAT-SP Terminal TL-3 Standard Post System		Sheet:	1
		Date:	01/06/13
2 Post System		By:	JRR
		Rev:	0
Drawing Name:	FLT-SP-37	Scale:	None



C-A-T BILL OF MATERIAL

PRODUCT CODE	QTY	DESCRIPTION
31G	2	12/12/6/0 CAT (GUARDRAIL)
130A	2	10/12/6/5/10:6/8/SP CAT (GUARDRAIL)
705G	1	2" x 5 1/2" PIPE
740G	6	4/6 TUBE SLEEVE
769G	6	1/4 x 18 x 24 SOIL PLATE
782G	1	5/8" x 8" x 8" BEARING PLATE
983G	1	10/NOSE PLATE/CAT/ROLLED
984G	2	10/SIDE PLATE CAT
3012G	1	CABLE 3/4 x 8/0/DBL SWG
3074B	5	WD 3/6 POST #2, 3, 4, 5, 6 CAT
3075B	1	WD 3/6 POST #1 CAT
3100B	2	WD BLOCK 1'2 #1 CAT
3101B	10	WD BLOCK 1'2 #2-6 CAT
3255G	4	3/8" FLAT WASHER
3263G	4	3/8" x 2" LAG SCREW
3275G	2	3/8" x 24 1/2" RESTRAINT ROD
3300G	20	5/8" FLAT WASHER
3320G	4	3/16" x 1 3/4" x 3" RECT WASHER
3340G	85	5/8" G.R. NUT
3360G	16	5/8" x 1 1/4" G.R. BOLT
3380G	8	5/8" x 1 1/2" HEX BOLT
3395G	32	5/8" x 1 3/4" HEX BOLT CAT
3478G	13	5/8" x 7 1/2" HEX BOLT
3497G	6	5/8" x 9 1/2" HEX BOLT
3650G	2	5/8" x 25" G.R. BOLT
3900G	2	1" FLAT WASHER
3910G	4	1" HEX NUT
4252G	8	3/8" HEX NUT
4258G	4	3/8" LOCK WASHER
4640G	8	5/8" x 24" HEX BOLT
9852A	1	CHANNEL STRUT x 6'-6"
9915A	1	SPACER CHANNEL CAT
9916A	1	10/BENT PLATE SLEEVE
9921G	2	6" SLEEVE 6 x 8
19259G	32	3/16" x 2" x 10" PLATE WASHER
19261G	2	1/2 x 3 x 7 POST PLATE
19271G	1	1" x 2 1/2" PIPE SLEEVE CAT



REV.	CHK'D	BY	DATE	REMARKS
6	BT		8-9-00	CHANGED SYSTEM HEIGHT, WAS 2'-3"
5	LH		6-22-00	REPLACED PC 766 WITH PC 769, CHANGED TITLE BLOCK
4	BT		4-10-97	ROTATED BLOCK PC 9921 90° AT POST 4 & 6
3	BT		3-10-97	DELETED PC 3072, 3073, 4470, CHG QTY 3074 & 3478
2	BT		8-12-96	SECTIONS A-A & B-B, CORRECTED PIPE SLEEVE PC No
1	BT		5-1-96	REVISED PC No 31G & 130A

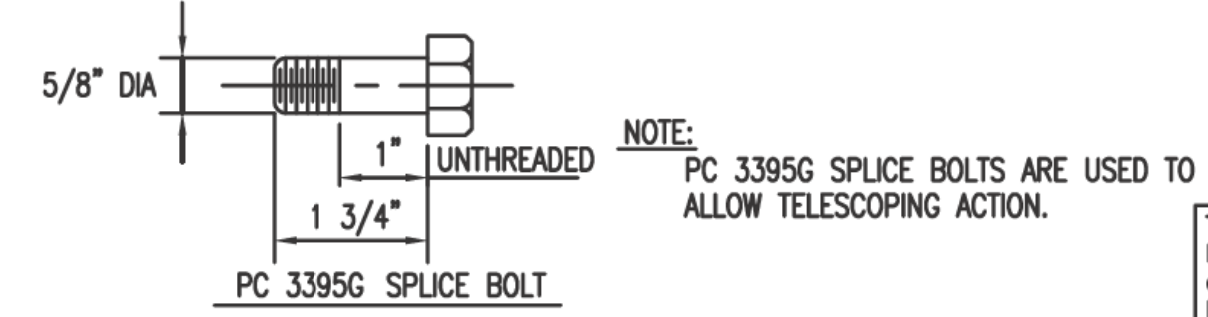
C-A-T

CRASH-CUSHION ATTENUATING TERMINAL PLAN, ELEVATION & SECTIONS FOR USE AS A LONGITUDINAL MEDIAN BARRIER TERMINAL OR CRASH CUSHION ATTENUATOR

DRAWN	BT
CHECKED	EN
SCALE	N.T.S.
DATE	7-15-94
ENG. FILE #	SS245-01E
SHT.No.	E1 OF 1
DRAWING NO.	SS-245
REV.	6

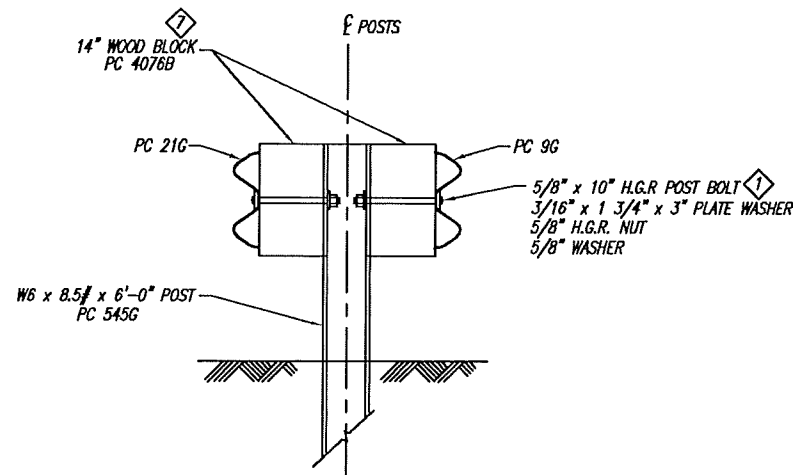
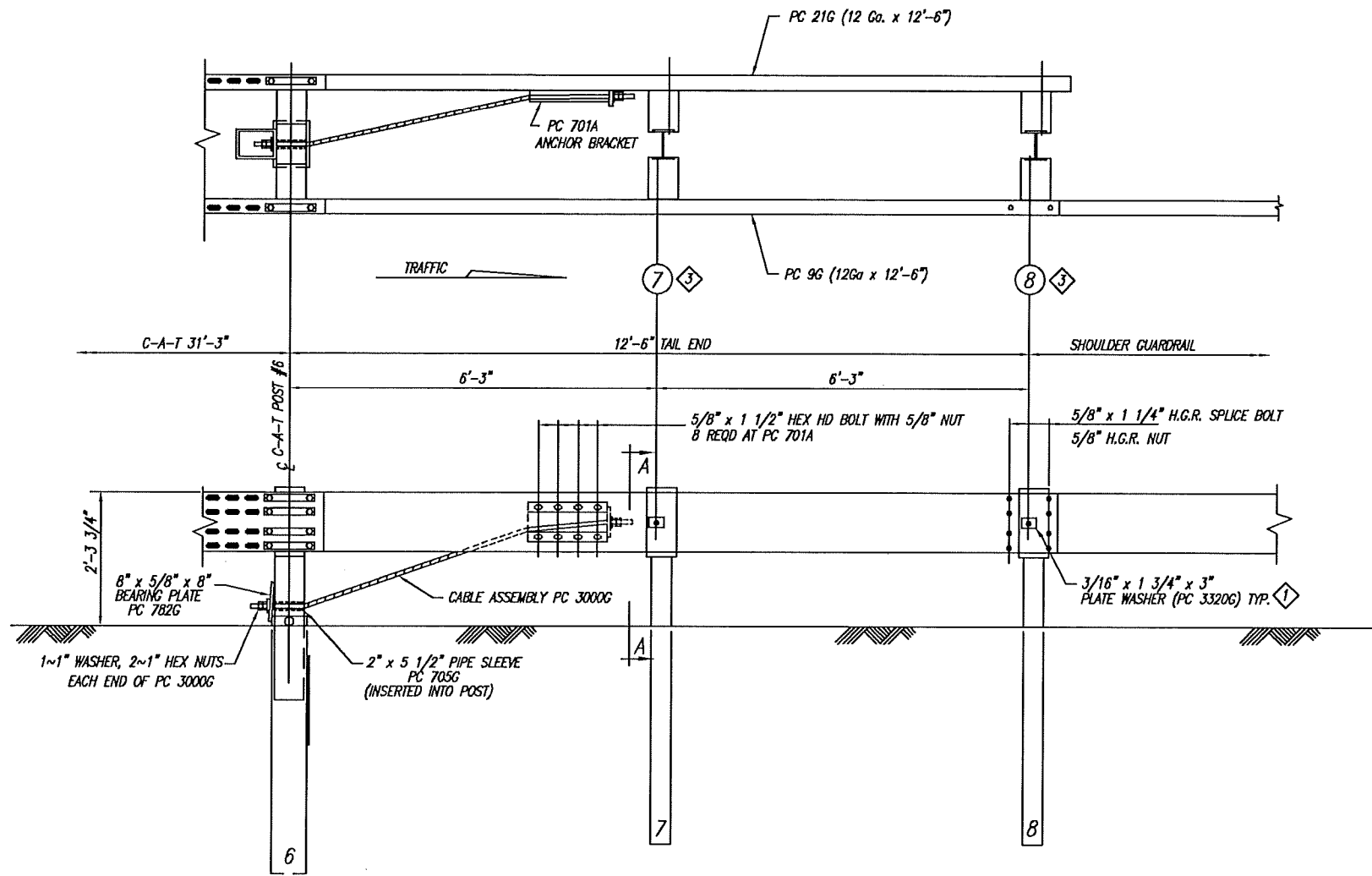
TRINITY INDUSTRIES, INC.
HIGHWAY SAFETY PRODUCTS
2525 STEMMONS FREEWAY, DALLAS, TX 75207

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE C-A-T END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.



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NOTE: THIS IS A BASIC REPRESENTATION OF THE C-A-T TRANSITION TO GUARDRAIL. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.



SECTION "A-A"
(SIMILAR @ POST 8)

BILL OF MATERIAL		
PRODUCT CODE	QTY	DESCRIPTION
9G	1	12/12'6/6'3/S GUARDRAIL
21G	1	12/12'6/6'3/9H-CA/S GUARDRAIL
545G	2	W6 x 8.5# x 6'-0" POST
701A	1	1/4 x 11 3/4 x 16 ANCH BKT
705G	1	2 x 5 1/2 PIPE SLEEVE
782G	1	5/8 x 8 x 8 BEARING PLT
3000G	1	3/4 x 6'/DBL SWG CABLE
3300G	4	5/8" RD WASHER
3320G	4	3/16 x 1 3/4 x 3 PLT WSHR
3340G	20	5/8" H.G.R. NUT
3360G	8	5/8" x 1 1/4" H.G.R. SPLICE BOLT
3380G	8	5/8" x 1 1/2" HEX HD BOLT
3500G	4	5/8" x 10" H.G.R. POST BOLT
3900G	2	1" WASHER
3910G	4	1" HEX NUT
4076B	4	WD BLOCK 6" x 8" x 1'-2" ROUTED

NOTES:
 1.) VIEWS ON THIS DRAWING ARE FOR LEFT SHOULDER INSTALLATION. RIGHT SHOULDER INSTALLATION IS OPPOSITE HAND.
 2.) DETAILS FOR THE TAIL END TREATMENT WERE DEVELOPED AND TESTED DURING THE V-A-T TESTING AT S.W.R.L.

REV.	CHK'D	BY	DATE	REMARKS
7	L.H.		11-04-02	NEW TITLE BLK, BOX, CHANGED STEEL BLOCKS TO WOOD, HOME, REMOVED BACKUP PLATES
6	B.T.		9-11-90	REDRAWN
5	T.L.C.		5-16-90	ADDED NOTE 2.
4	T.L.C.		5-16-90	ADDED HARDWARE TO BILL OF MATERIAL
3	T.L.C.		5-16-90	REVISED POST NOS
2	T.L.C.		5-4-90	ADDED 2 BACKUP PLATES
1	T.L.C.		5-4-90	ADDED 4 PLATE WASHERS

C-A-T

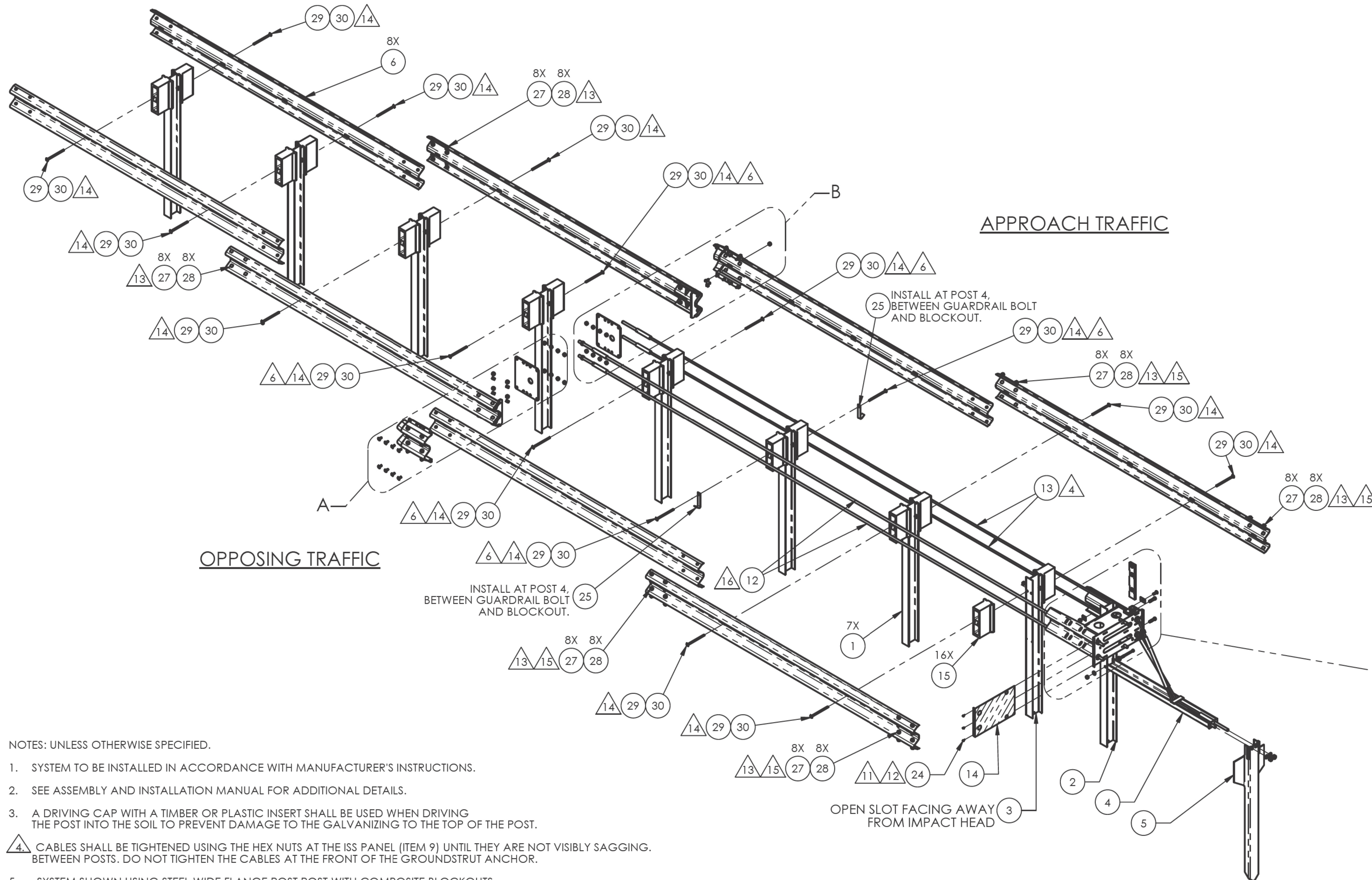
C-A-T TRANSITION TO
SHOULDER GUARDRAIL
PLAN, ELEVATION & SECTION

DRAWN	T.L.C.
CHECKED	E.N.
APPROVED	
DATE	12-6-89
ENG. FILE #	SS220-01E
SHT. No.	1 OF 1
DRAWING NO.	SS 220
REV.	7

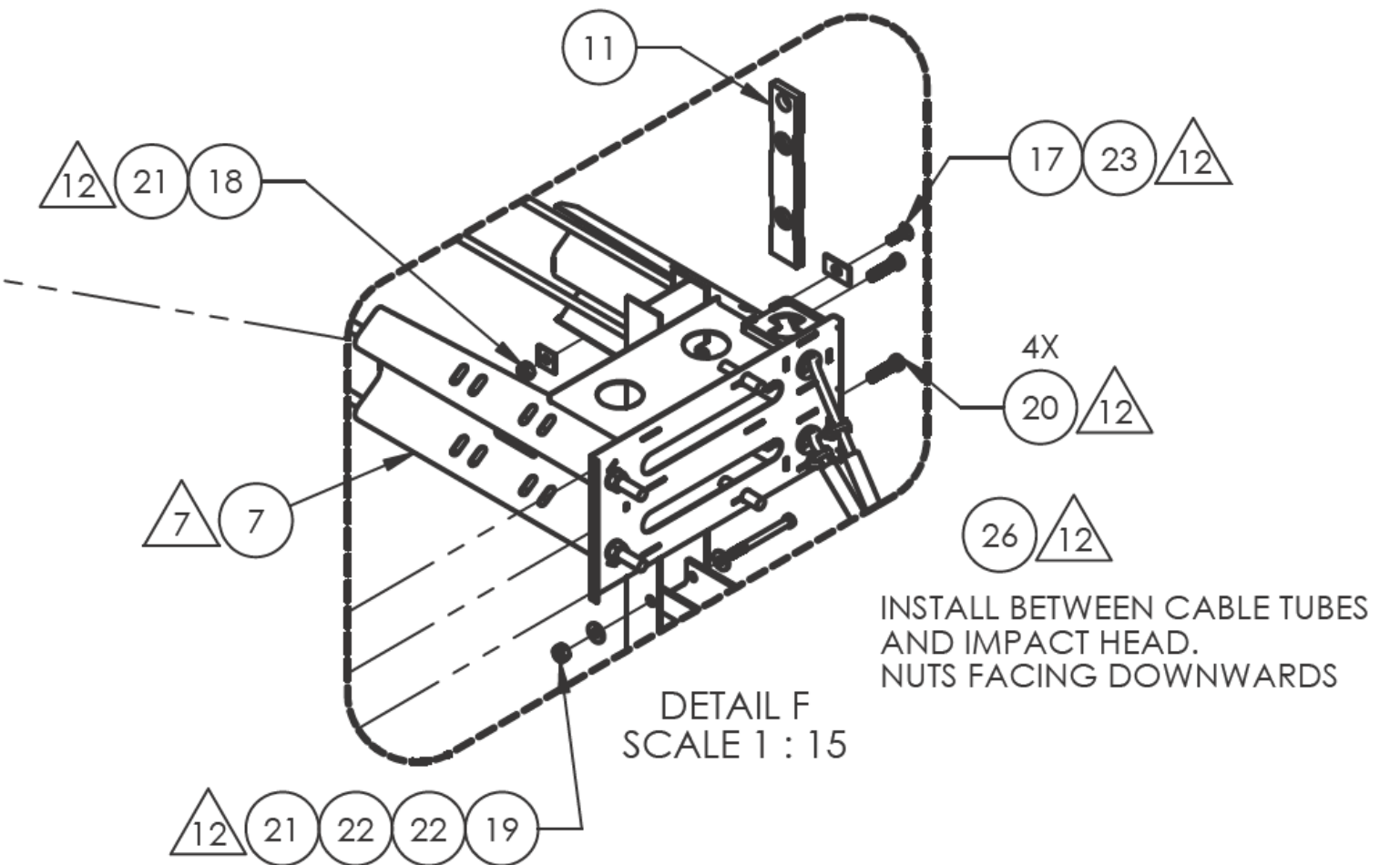
TRINITY INDUSTRIES, INC.
HIGHWAY SAFETY PRODUCTS
2525 STEMMONS FREEWAY, DALLAS, TX 75207

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**NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE MAX-TENSION MEDIAN.
IT IS NOT INTENDED TO REPLACE THE PRODUCT ASSEMBLY MANUAL.**



ITEM	PART NO.	DESCRIPTION	QTY.
1	BSI-1012078-00	LINE POST, X-LITE, GALV	7
2	BSI-1610063-00	POST, I-BEAM, W6x9 6FT., GALVANIZED	1
3	BSI-1705026-00	POST 2, CRIMPED AND NOTCHED	1
4	BSI-1610061-00	GROUNDSTRUT, GALVANIZED	1
5	BSI-1610060-00	SOIL ANCHOR, GALVANIZED	1
6	BSI-4004386	W-BEAM GUARDRAIL, 4-SPACE, (RWM04a), 12 GAUGE	8
7	BSI-1711005-00	IMPACT HEAD, CHASED THREADS, MEDIAN	1
8	BSI-1610064-00	TSS PANEL, GALVANIZED	2
9	BSI-1610065-00	ISS PANEL, GALVANIZED	2
10	BSI-1610067-00	RSS PLATE, GALVANIZED	2
11	B061058	CABLE FRICTION PLATE, HEAD UNIT	1
12	BSI-1703105-00	26'-6" CABLE ASSEMBLY, MAX-TENSION MEDIAN END TERMINAL	2
13	BSI-1610069-00	CABLE ASSEMBLY, MAX-TENSION	2
14	BSI-1706010-00	DELINEATION BRACKET, MEDIAN IMPACT HEAD	1
15	B090534	W-BEAM COMPOSITE, BLOCKOUT 8IN, XT110	16
BSI-1801139-KT: MAX-TENSION MEDIAN TL-3 SYSTEM HW KIT			
16	BSI-1610066-00	TOOTH, GEOMET	1
17	4002051	RECT WASHER, STD	1
18	BSI-1102027-00	WASHER, SQUARE, X-LITE	1
19	BSI-2001886	BOLT HH 5/8-11x7, 2in THREADS, Gr5, GEOMET	1
20	BSI-2001885	BOLT HH 3/4-10x3 FULLY THREADED, Gr5, GEOMET	4
21	4001116	GUARDRAIL NUT RECESSED 5/8-11, Gr2 Mgal	3
22	2001636	WSHR 5/8 F436 STRUCT MGALV	2
23	BSI-2001888	Bolt CH 5/8-11x2 Fully Threaded, Gr5 Geomet	1
24	BSI-2001887	SCREW SD, HH 1/4-14 x 3/4, 410SS	4
25	BSI-1707029-00	PANEL HANGER, GALVANIZED	2
26	BSI-4004455	5/8 Cable Clamp, Galv.	2
BSI-1801140-KT: MAX-TENSION MEDIAN TL-3 GUARDRAIL SPLICE HW KIT, IMPERIAL			
27	4001115	GUARDRAIL BOLT 5/8-11 x 1 1/4, Gr2 Mgal	96
28	4001116	GUARDRAIL NUT RECESSED 5/8-11, Gr2 Mgal	96
BSI-1801141-KT: MAX-TENSION MEDIAN TL-3 POST HW KIT, IMPERIAL			
29	2001840	GUARDRAIL BOLT 5/8-11 x 10, M GAL	16
30	4001116	GUARDRAIL NUT RECESSED 5/8-11, Gr2 Mgal	16
31	MANMAXM3	MAX-TENSION MEDIAN INSTALLATION MANUAL TL-3	1

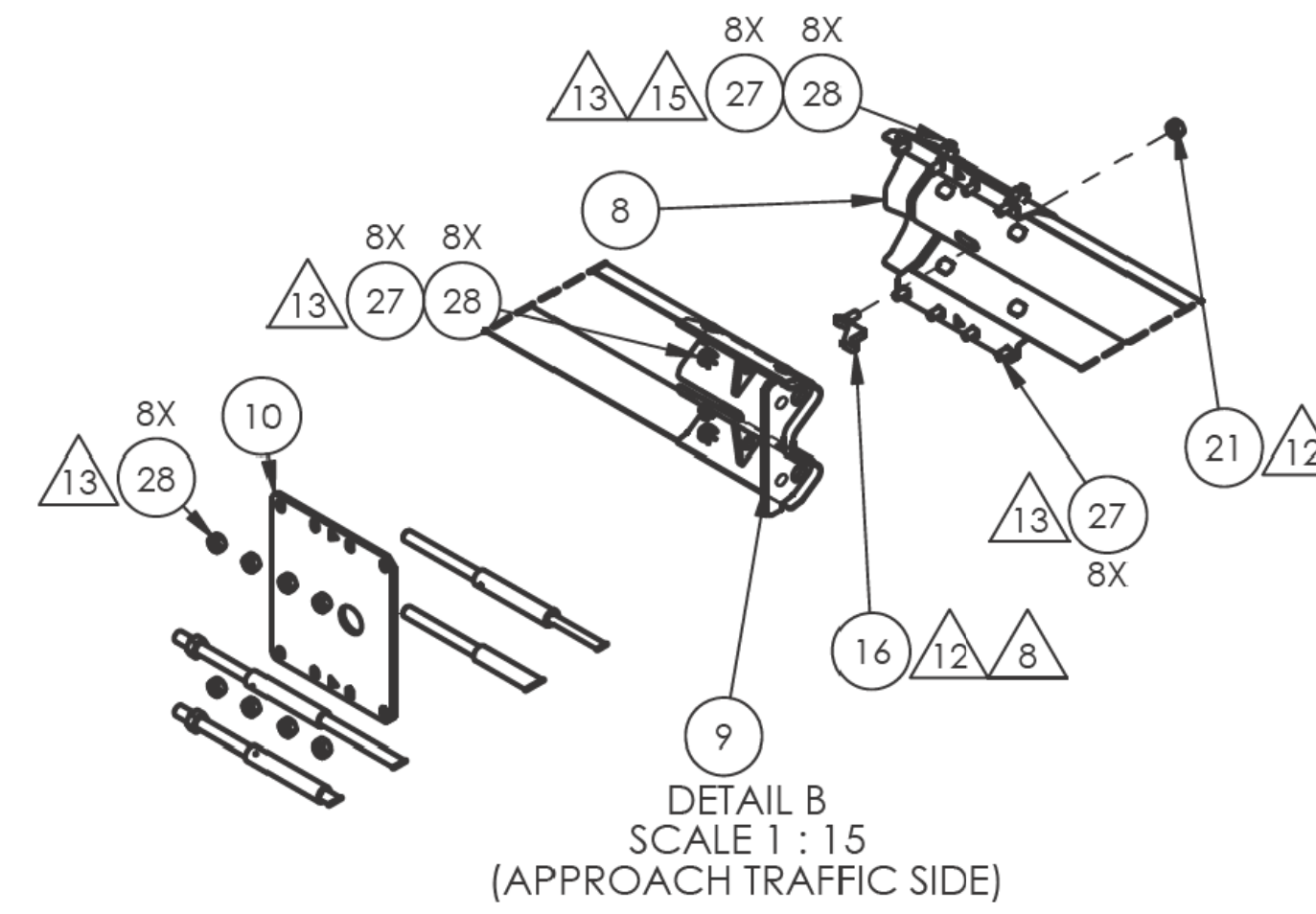
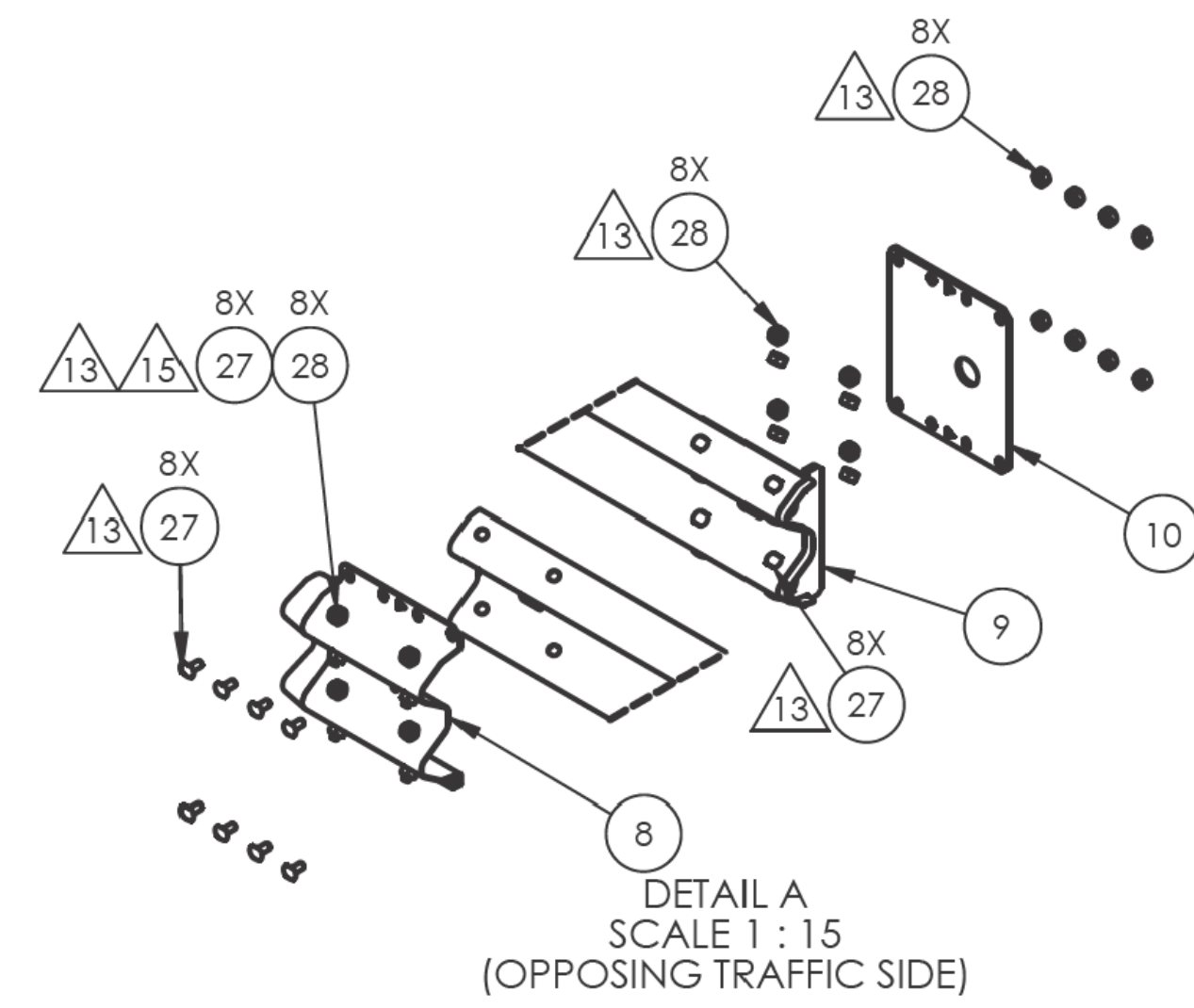


NOTES: UNLESS OTHERWISE SPECIFIED.

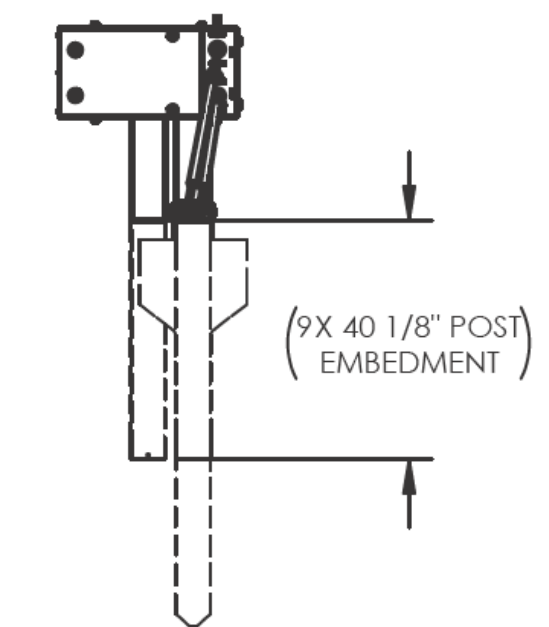
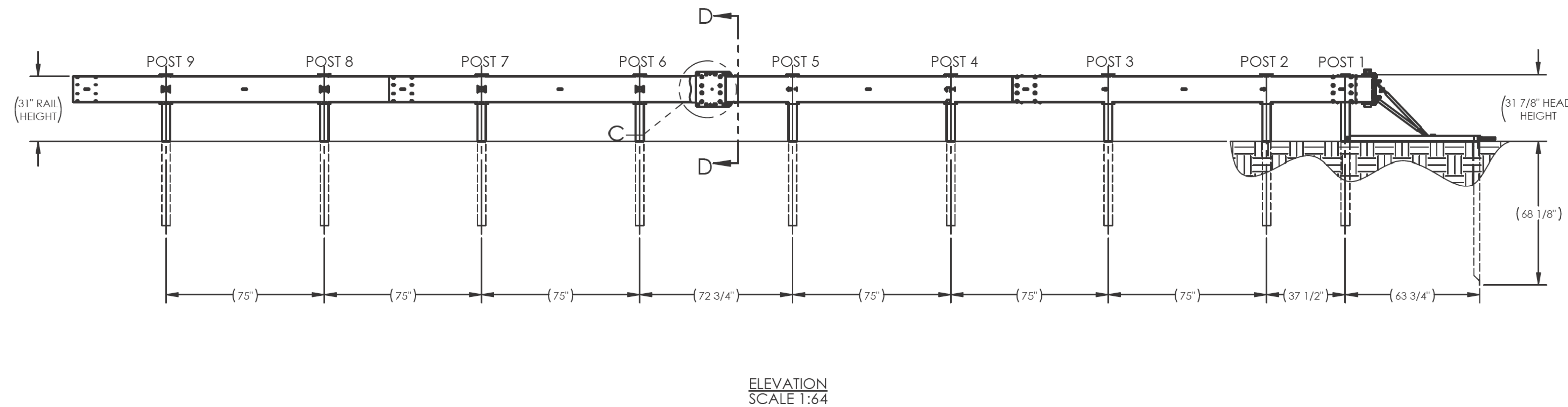
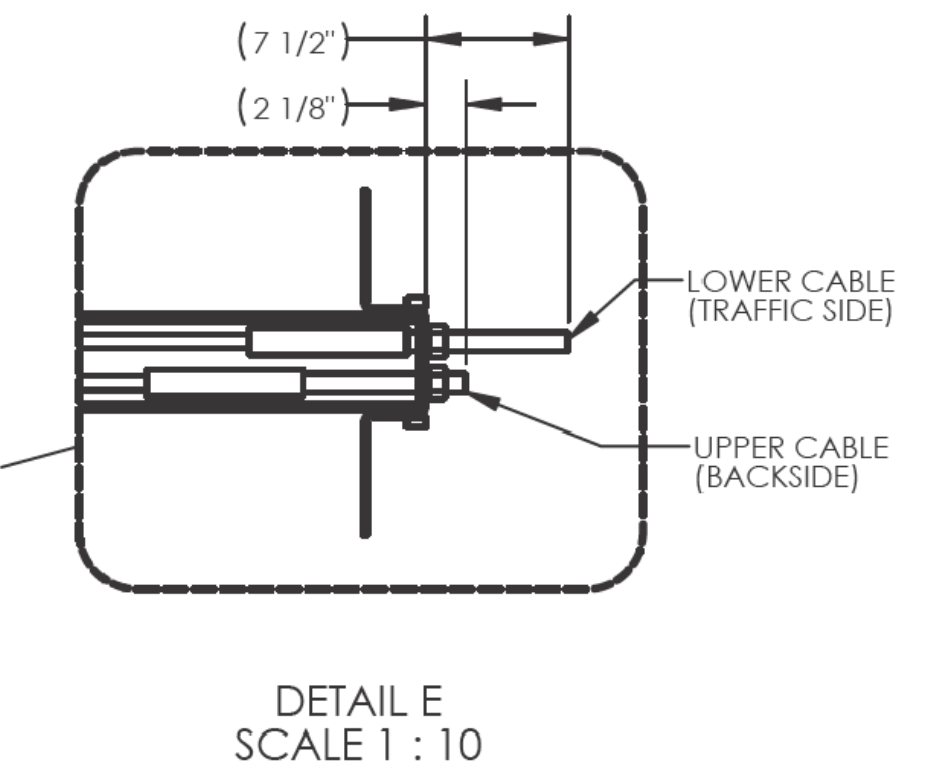
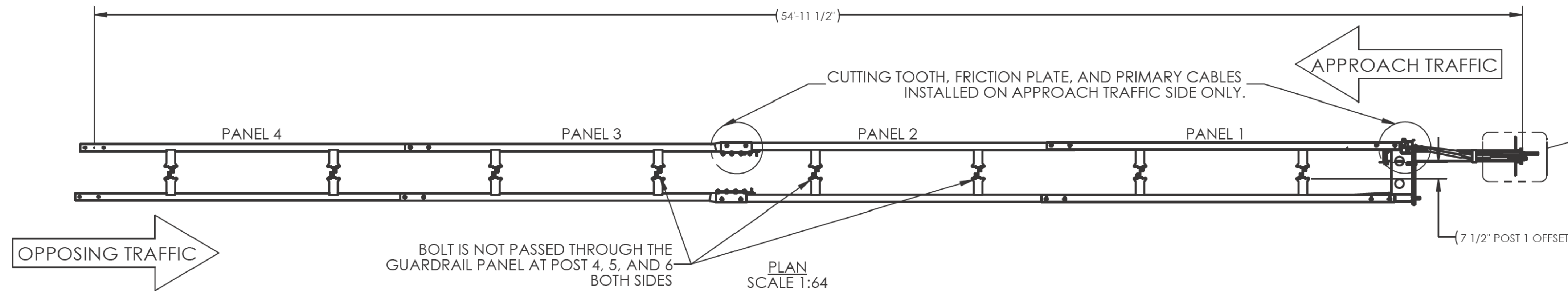
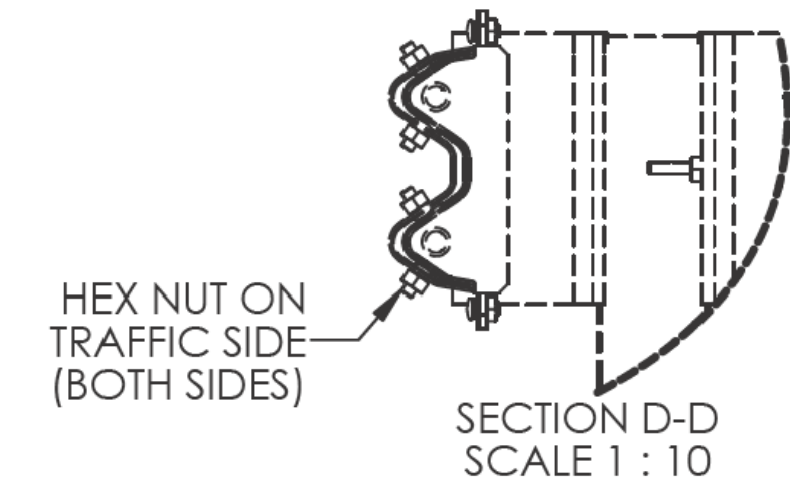
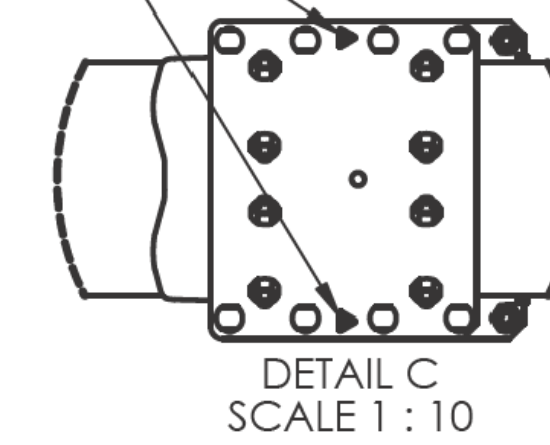
1. SYSTEM TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. SEE ASSEMBLY AND INSTALLATION MANUAL FOR ADDITIONAL DETAILS.
3. A DRIVING CAP WITH A TIMBER OR PLASTIC INSERT SHALL BE USED WHEN DRIVING THE POST INTO THE SOIL TO PREVENT DAMAGE TO THE GALVANIZING TO THE TOP OF THE POST.
4. CABLES SHALL BE TIGHTENED USING THE HEX NUTS AT THE ISS PANEL (ITEM 9) UNTIL THEY ARE NOT VISIBLY SAGGING. BETWEEN POSTS. DO NOT TIGHTEN THE CABLES AT THE FRONT OF THE GROUNDSTRUT ANCHOR.
5. SYSTEM SHOWN USING STEEL WIDE FLANGE POST WITH COMPOSITE BLOCKOUTS.
6. PANELS NOT CONNECTED TO BLOCKOUT OR POSTS.
7. IMPACT HEAD (ITEM 7) NESTED ON INSIDE OF GUARDRAIL PANELS, BOTH SIDES.
8. CUTTING TOOTH (ITEM 16) IS TO BE INSTALLED ON APPROACH TRAFFIC SIDE.
9. ALL STEEL COMPONENTS ARE GALVANIZED PER ASTM A123 OR EQUIVALENT UNLESS OTHERWISE STATED.
10. IF DELINEATION MARKER IS REQUIRED, MARKER SHALL BE IN ACCORDANCE WITH LOCAL STANDARDS AND SPECIFICATIONS
11. EXTRA SELF-DRILLING SCREW IS PROVIDED.
12. ITEM IS PART OF KIT P/N: BSI-1801139-KT: MAX-TENSION MEDIAN TL-3 SYSTEM HW KIT.
13. ITEM IS PART OF KIT P/N: BSI-1801140-KT: MAX-TENSION MEDIAN TL-3 GUARDRAIL SPLICE HW, 4 PANELS, KIT.
14. ITEM IS PART OF KIT P/N: BSI-1801141-KT: MAX-TENSION MEDIAN TL-3 POST HW KIT.
15. RECESSED HEX NUTS TO BE INSTALLED ON TRAFFIC SIDE.
16. TIGHTEN AFTER PRIMARY CABLES (ITEM 13) HAVE BEEN TENSIONED AND SET. TIGHTEN USING HEX NUTS IN FRONT OF IMPACT HEAD UNTIL CABLES ARE NO LONGER SAGGING.

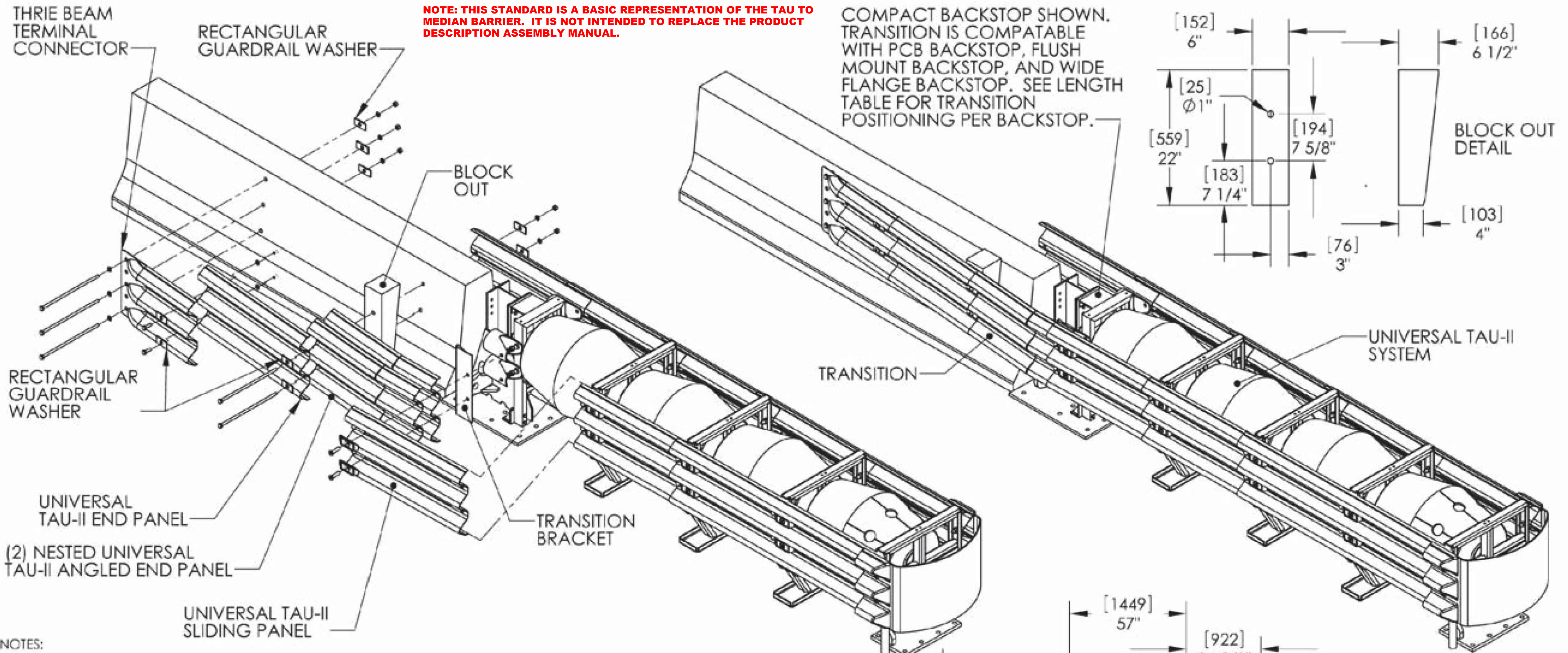
<small>© 2018 LINDSAY TRANSPORTATION SOLUTIONS UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE: FRACTIONS: DECIMAL ANGLES 1/16 XX = .03 1/2° XXX = .010</small>		<small>UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE: FRACTIONS: DECIMAL ANGLES 1/16 XX = .03 1/2° XXX = .010</small>			
APPROVALS DRAWN BY: JTL DATE: 01/26/18 APP'D BY: GAD DATE: 01/26/18		THIRD ANGLE PROJECTION 		FILE: MAX-TENSION MEDIAN, TL-3 SYSTEM IMPERIAL HW, STEEL POST, 8" COMPOSITE BLOCKOUTS, 12'-6" PANELS DWG NO: MM3SIS8C8 SCALE: 1:25 SHEET: 1 OF 2	

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE MAX-TENSION. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.



INSTALL THE TSS AND RSS WITH THE ARROW POINTING TOWARDS THE HEAD OF THE SYSTEM. BOTH SIDES.



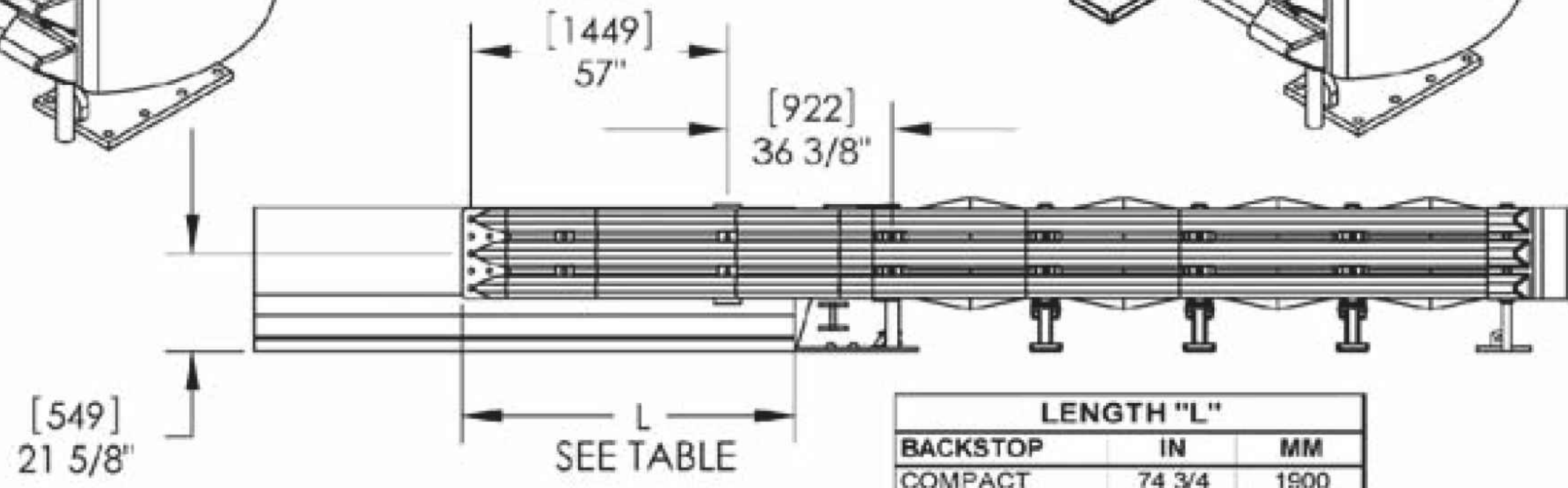


NOTES:

- 1.) UNIVERSAL TAU-II SYSTEM TO BE INSTALLED PER MANUFACTURERS INSTRUCTIONS.
- 2.) TRANSITION SHOWN IS COMPATIBLE WITH COMPACT BACKSTOP (SHOWN), FLUSH MOUNT BACKSTOP, PCB BACKSTOP, AND WIDE FLANGE BACKSTOP. IT IS APPLICABLE WITH ASPHALT ANCHORING PACKAGES FOR PCB BACKSTOP AND PCB BRACE KIT FOR COMPACT BACKSTOP.
- 3.) THRIE BEAM TERMINAL CONNECTOR PER AASHTO HARDWARE SPECIFICATION RTE01.
- 4.) STANDARD TIMBER OR PLASTIC OFFSET BLOCKS FIELD TRIMMED FOR USE. BLOCK OUT DETAIL SHOWS DIMENSIONS FOR F-SHAPE SAFETY SHAPED BARRIER. ACTUAL DIMENSIONS SHOULD REFLECT SHAPE OF BARRIER TRANSITIONED TO.
- 5.) PANELS AND BLOCKOUT ATTACHED TO BARRIER WALL WITH 5/8" [16mm] BOLTS WITH BEAM WASHER AND NUT WITH WASHER AND BEAM WASHER. 20" [500mm] BOLTS MAY BE FIELD TRIMMED. LENGTH MAY VARY WITH DIFFERENT BARRIER SHAPES. HOLES DRILLED THROUGH MEDIAN BARRIER ARE 3/4" [20mm]. MECHANICAL OR CHEMICALLY BONDED ANCHORS MAY BE USED THAT MEET OR EXCEED 15,000 LBF SHEAR AND PULL OUT STRENGTH.
- 6.) ATTACH THRIE BEAM TERMINAL CONNECTOR TO MEDIAN BARRIER WITH (3) 5/8" [16mm] BOLTS WITH WASHERS AND NUT WITH WASHERS AND BEAM WASHERS. REFERENCE NOTE 5 FOR DETAILS.

- 7.) ATTACH THRIE BEAM TERMINAL CONNECTOR TO UNIVERSAL TAU-II END PANEL WITH 5/8" [16mm] X 2' [50mm] BOLTS WITH BEAM WASHER AND NUT WITH WASHER.
- 8.) TRANSITION BRACKET TO BE INSTALLED OVER PIPE PANEL MOUNTS UNDER THE (2) NESTED ANGLED END PANELS AND THE SLIDING PANEL. BEND IN TRANSITION BRACKET FACES REARWARD AND FITS AROUND PIPE PANEL MOUNTS. JOINT IS SECURED WITH SLIDING BOLTS. SLIDING BOLTS TO BE TORQUED PER MANUFACTURERS SPECIFICATIONS.

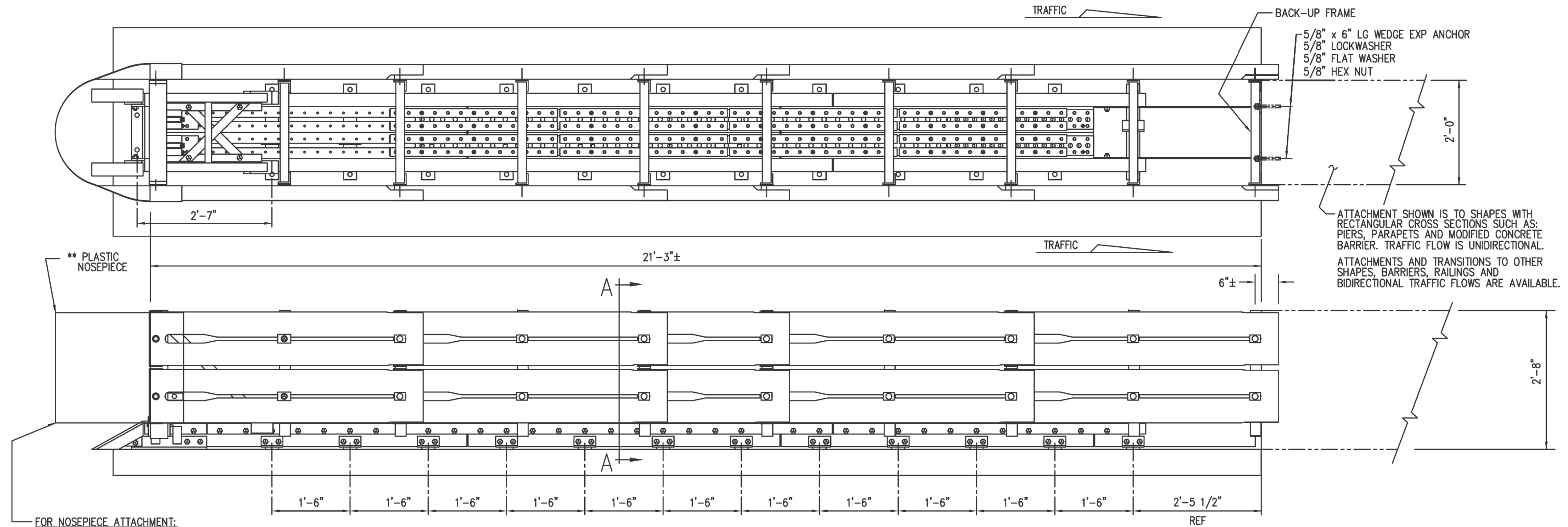
COMPACT BACKSTOP SHOWN. TRANSITION IS COMPATIBLE WITH PCB BACKSTOP, FLUSH MOUNT BACKSTOP, AND WIDE FLANGE BACKSTOP. SEE LENGTH TABLE FOR TRANSITION POSITIONING PER BACKSTOP.



LENGTH "L"		
BACKSTOP	IN	MM
COMPACT	74 3/4	1900
PCB	94 3/4	2400
FLUSH MOUNT	89 3/8	2270
WIDE FLANGE	128 1/2	3260

© 2005 Barrier Systems Inc.					SCALE: 1:25		Standard Tolerance Angular +/- 1/2 Deg Fractional +/- 1/16 Dec. XXX +/- .010 Dec. .XX +/- .030		
The information herein is proprietary to Barrier Systems Inc. shall not be disclosed, duplicated or used otherwise without the express written approval of Barrier Systems Inc.					DRAWN BY: 06/06/05 GAD		INIT: GAD		
					1 NA 1		TITLE: UNIVERSAL TAU-II TRANSITION TO MEDIAN BARRIER		
REV.	CHANGES	DATE	BY	REQD	NEXT ASSY.	ITEM	MODEL	DRAWING NUMBER	REV
								B050606	

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE TRACC. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION MANUAL.



FOR NOSEPIECE ATTACHMENT:
REMOVE EXISTING 5/8" Ø BOLTS (4 TOTAL)
AND RE-INSERT THROUGH NOSEPIECE.

TRACC BILL OF MATERIAL

PART NUMBER	QTY	DESCRIPTION
25980A	1	TRACC UNIT (FULLY ASSEMBLED)
3310G	4	5/8" LOCKWASHER
4451G	4	5/8" x 6" WEDGE EXP ANCHOR
6825B	4	REFLECTIVE TAPE
6532B	1	PLASTIC NOSEPIECE
** ANCHOR HARDWARE (FULL CONCRETE BASE)		
5204G	26	5/8" x 7 1/16" ANCHOR STUD
3310G	26	5/8" LOCKWASHER
3361G	26	5/8" HEX NUT
3300G	26	5/8" FLAT WASHER
★ 5206B	3	ADHESIVE HIT HY 150(CARTRIDGE)
** ANCHOR HARDWARE (ASPHALT BASE)		
6380G	26	5/8" x 18" ALL THD ROD
3310G	26	5/8" LOCKWASHER
3361G	26	5/8" HEX NUT
3300G	26	5/8" FLAT WASHER
★ 5206B	5	ADHESIVE HIT HY 150(CARTRIDGE)

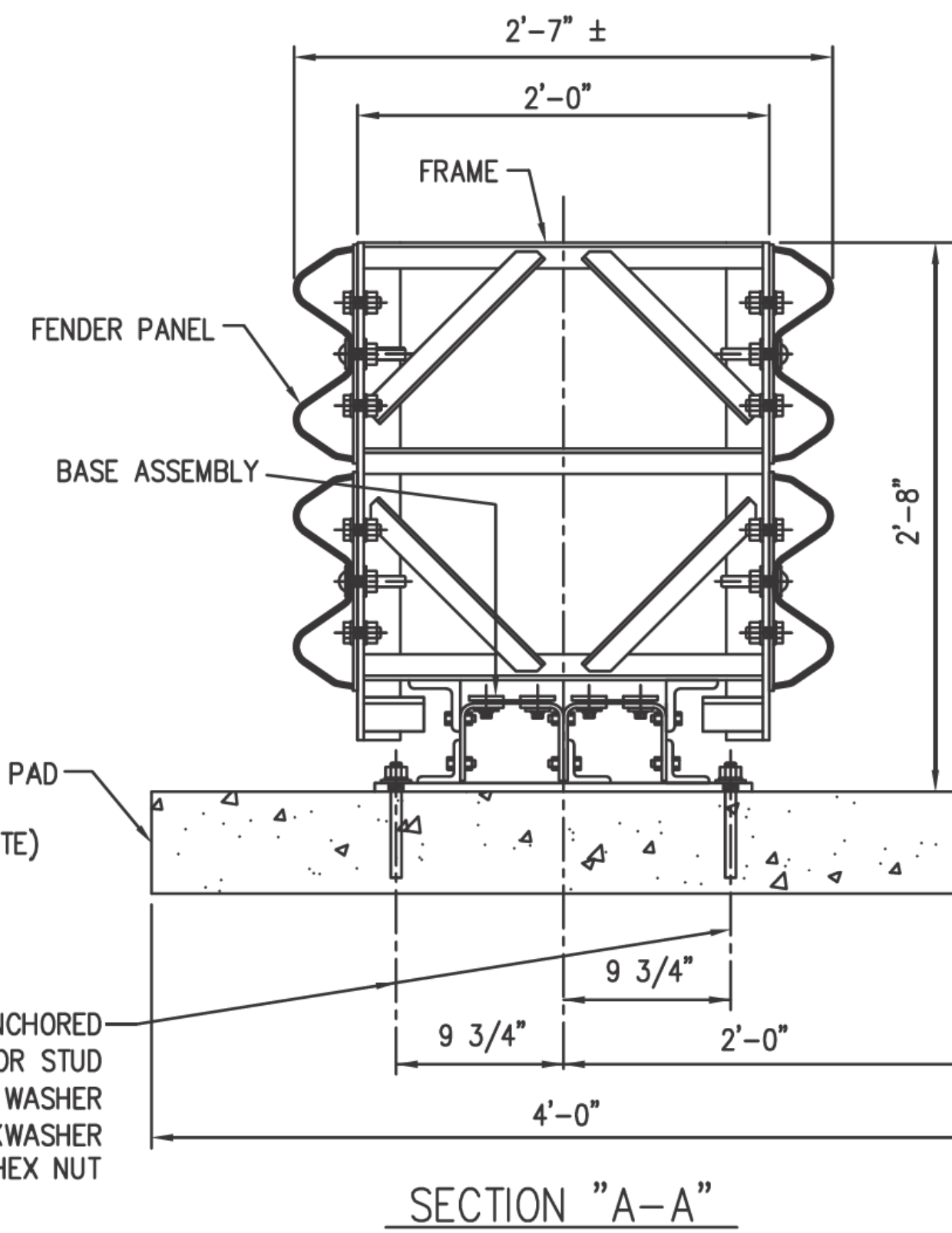
** SEE PRODUCT MANUAL

★ EACH CARTRIDGE INCLUDES 1 EACH: MIXER HY 150 CARTRIDGE (NOZZLE)
FILLER HIT HY 150 (FILLER TUBE)

EACH TRACC UNIT SHIPS 100 % ASSEMBLED
(PLASTIC NOSE INSTALLED AFTER PLACEMENT)

OPTIONAL TRACC ANCHOR ITEMS

PART NUMBER	DESCRIPTION
5205B	ADHESIVE DISPENSER
5207B	MIXER HIT HY150 (NOZZLE)
5208B	FILLER HIT HY150 (FILLER TUBE)
5209B	BIT TE-C+ 11/16-18 (11/16" Ø BIT)



FOUNDATION NOTE:

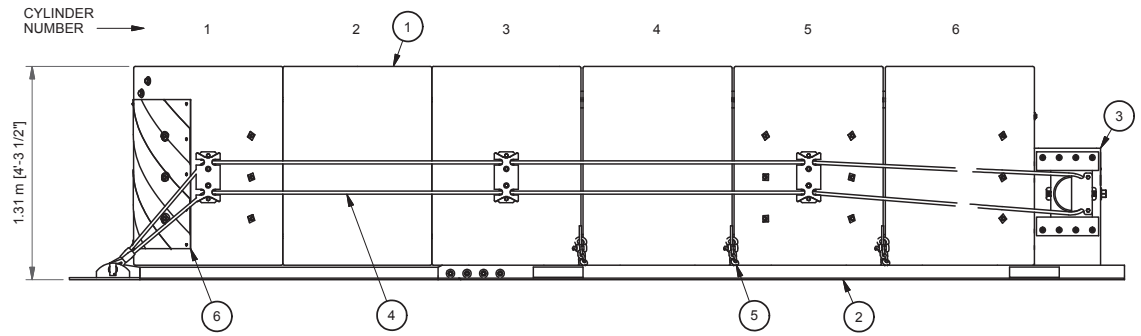
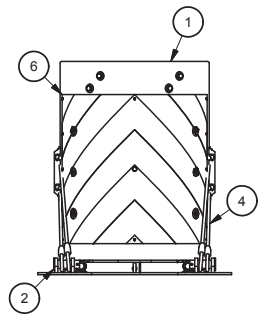
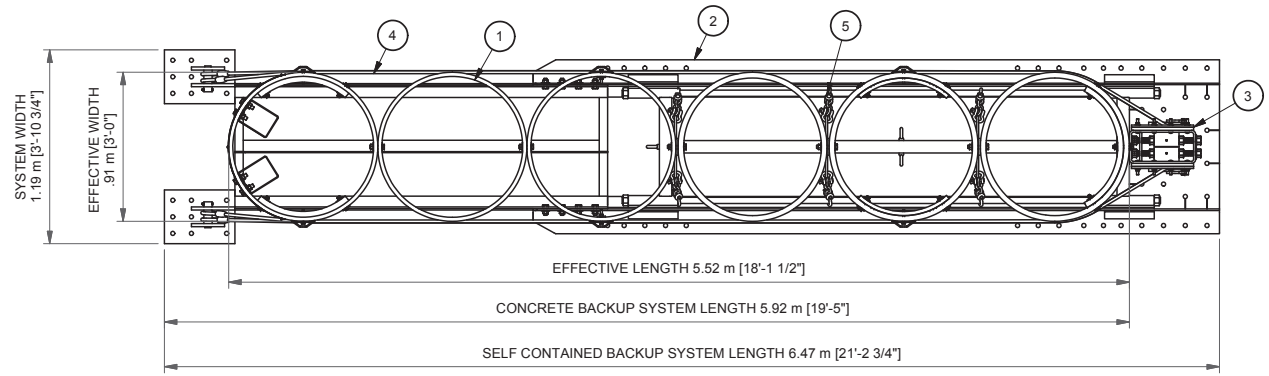
- 6" REINFORCED CONCRETE PAD IS SHOWN
OTHER OPTIONS ARE :
- a) 8" THICK MINIMUM UNREINFORCED CONCRETE
 - b) 8" MINIMUM THICK ASPHALT
 - c) 3" THICK (MIN) ASPHALT OVER 3" (MIN) CONCRETE
 - d) 6" THICK ASPHALT OVER 6" COMPACTED SUBBASE.

REV.	CHK'D	BY	DATE	REMARKS
TRACC				
TRACC CRASH-CUSHION ATTENUATING TERMINAL PLAN, ELEVATION & SECTIONS (UNIDIRECTIONAL, DIRECT ATTACHMENT)				
DRAWN BT/LH				REV. 0
CHECKED B.T.				
APPROVED				
DATE 04/25/05				
ENG. FILE # SS1003-01E				
SHT.No. E1 OF 1				
DRAWING NO. SS 1003				

TRINITY INDUSTRIES, INC.
 HIGHWAY SAFETY PRODUCTS
 2525 STEMMONS FREEWAY, DALLAS, TX 75207

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NOTE: THIS IS A STANDARD REPRESENTATION OF THE REACT 350 END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT ASSEMBLY MANUAL.



KEY	① CYLINDER	⑤ STABILIZER CHAIN
	② BASE TRACK	⑥ REFLECTIVE NOSE COVER
	③ BACKUP	
	④ CABLE	

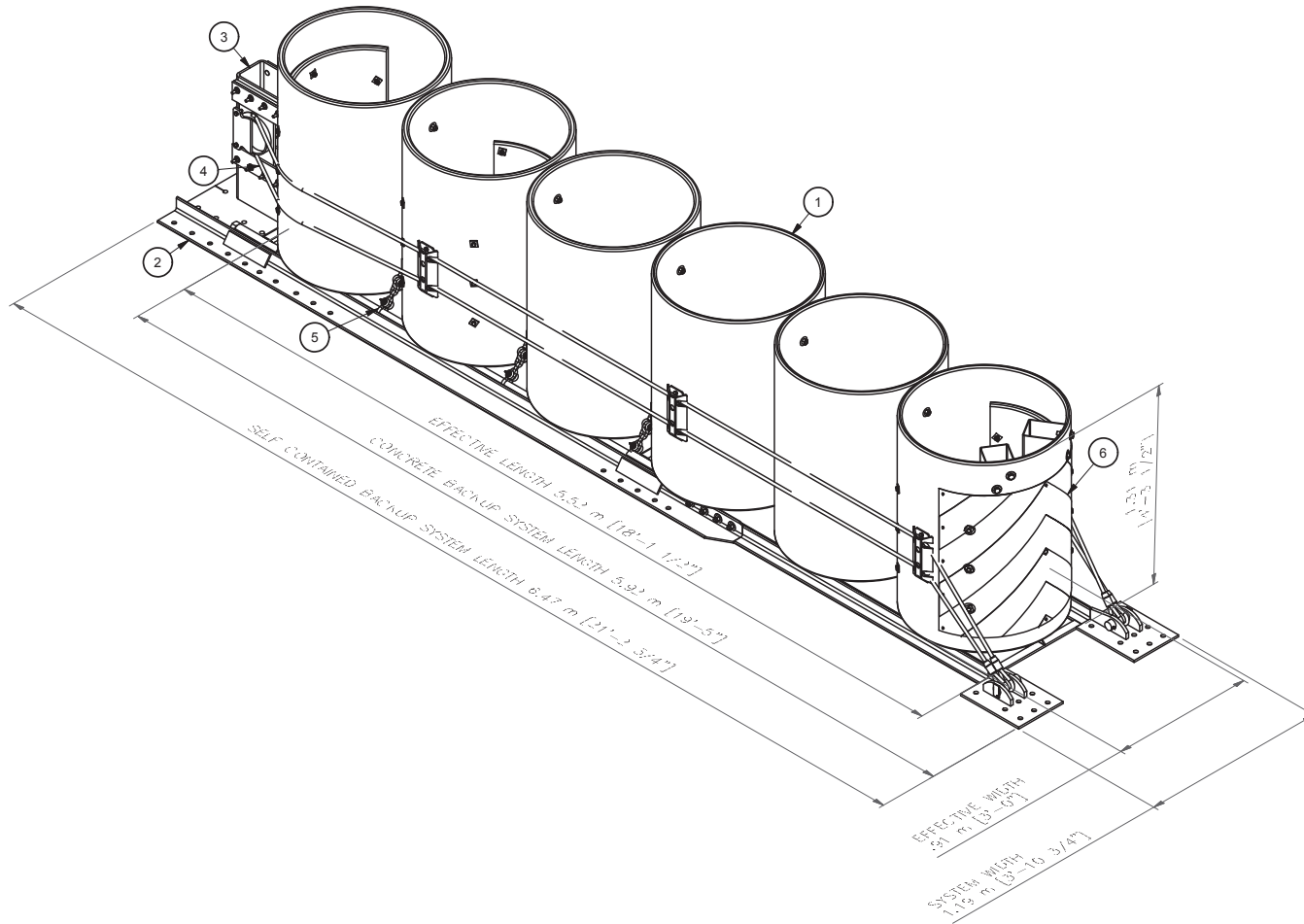
Revision	Date	Rev	By	Chk.	App.

<u>REFERENCES</u>	
CYLINDERS	3535001-0000
BACKUP / BASE TRACK	3535002-0000
CONCRETE PAD	114054
STABILIZER CHAIN	606186
REFLECTIVE NOSE	NEW
REFLECTOR ASSY	613706
RESTRAINING CABLE	3535055-0000

DRAWN:	A.Cox	DATE:	10/6/2010
DESIGNED:	A.Cox	DATE:	
CHECKED:		DATE:	
APPROVED:		DATE:	
FILE:	6 Cyl TL-3 REACT.idw		

ENERGY ABSORPTION SYSTEMS, INC. ENGINEERING AND RESEARCH DEPARTMENT	
REACT 350® II	
SCALE:	DRAWING: 6 Cyl TL-3 REACT SHEET: 1 of 2 REV:


NOTE: THIS IS A STANDARD REPRESENTATION OF THE REACT 350 END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT ASSEMBLY MANUAL.



KEY	① CYLINDER	⑤ STABILIZER CHAIN			
	② BASE TRACK	⑥ REFLECTIVE NOSE COVER			
	③ BACKUP				
	④ CABLE				
Revision	Date	Rev	By	Chk.	App.

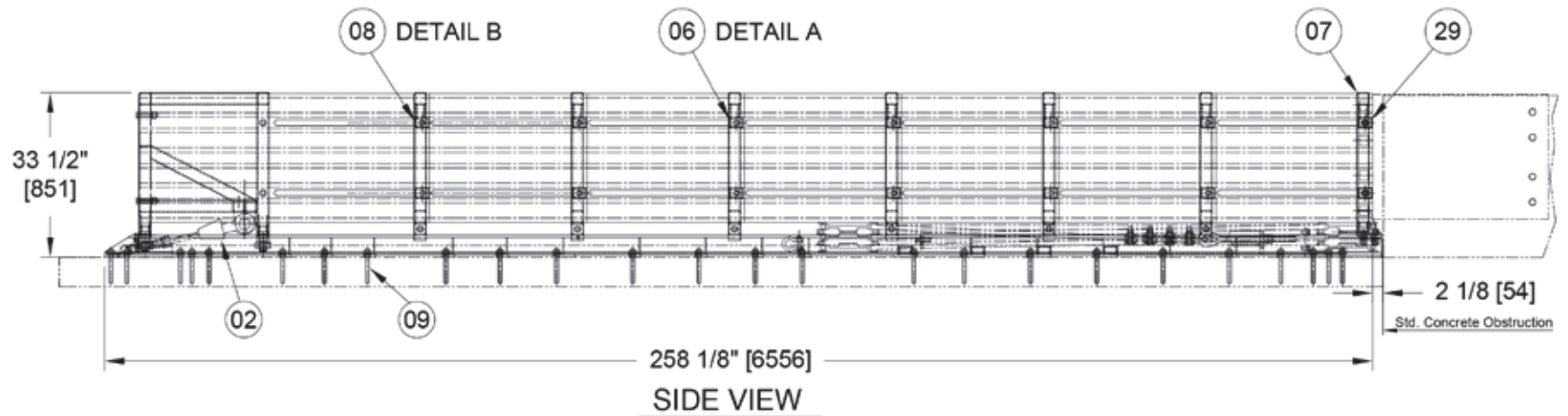
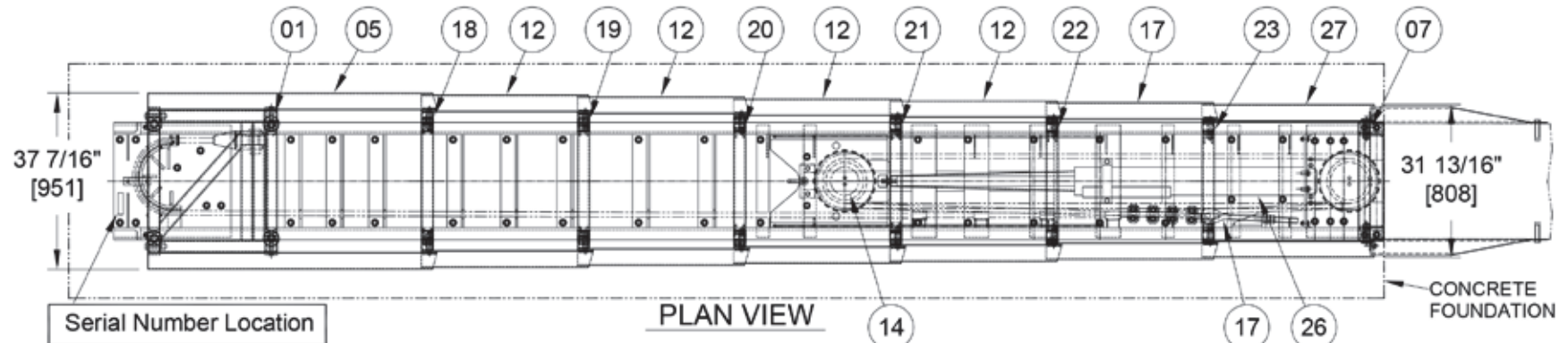
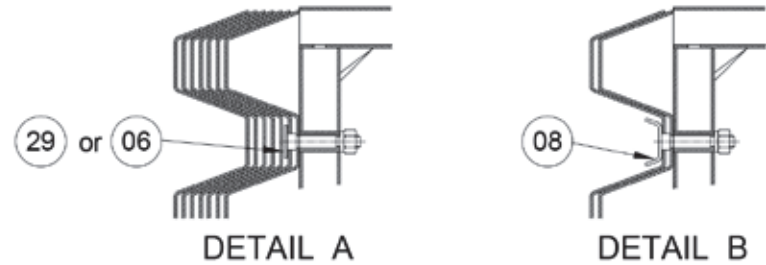
<u>REFERENCES</u>	
SERIAL NO.	CYLINDERS
SALES ORDER	BACKUP / BASE TRACK
EH PROJECT	CONCRETE PAD
NO. OF UNITS	STABILIZER CHAIN
	REFLECTIVE NOSE
	REFLECTOR ASSY
	RESTRAINING CABLE

DRAWN:	A.Cox	DATE:	10/6/2010
DESIGNED:	A.Cox	DATE:	
CHECKED:		DATE:	
APPROVED:		DATE:	
FILE:	6 Cyl TL-3 REACT.idw		

 ENERGY ABSORPTION SYSTEMS, INC. ENGINEERING AND RESEARCH DEPARTMENT	
REACT 350® II	
SCALE:	DRAWING: 6 Cyl TL-3 REACT
SHEET: 2 of 2	REV:

- PARTS LIST**
- 01 - Front Sled
 - 02 - Cable Assembly
 - 05 - Sled Panel
 - 07 - Terminal Brace
 - 09 - Anchor Bolts
 - 12 - Side Panels
 - 14 - Mobile Sheave Asbly
 - 17 - Cable Adjuster Bolt
 - 18-23 - Mobile frames 1-6
 - 26 - Cylinder
 - 27 - Rear Panel
 - 08 - Sled Side Keeper
 - 06 - Center Side Keeper
 - 29 - Rear Side Keeper

APPENDIX D - SMART CUSHION , TEST LEVEL III



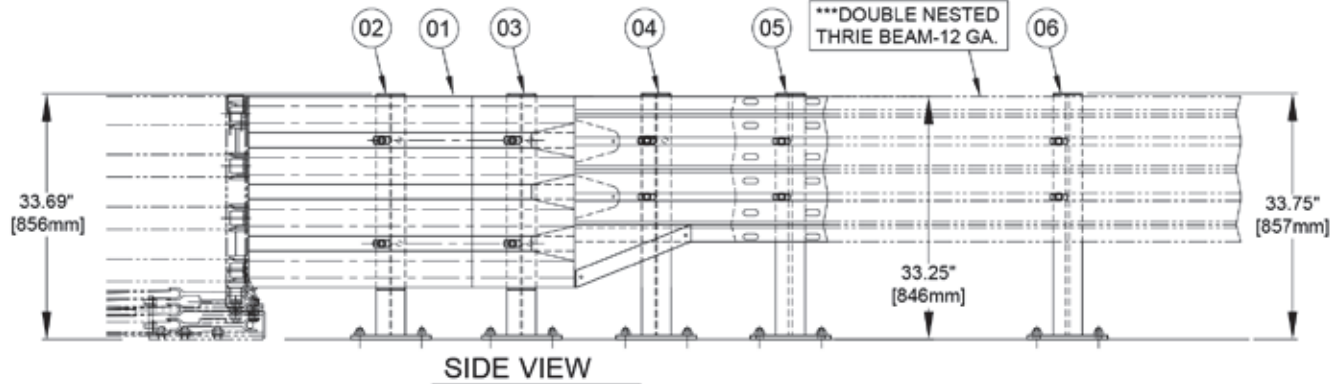
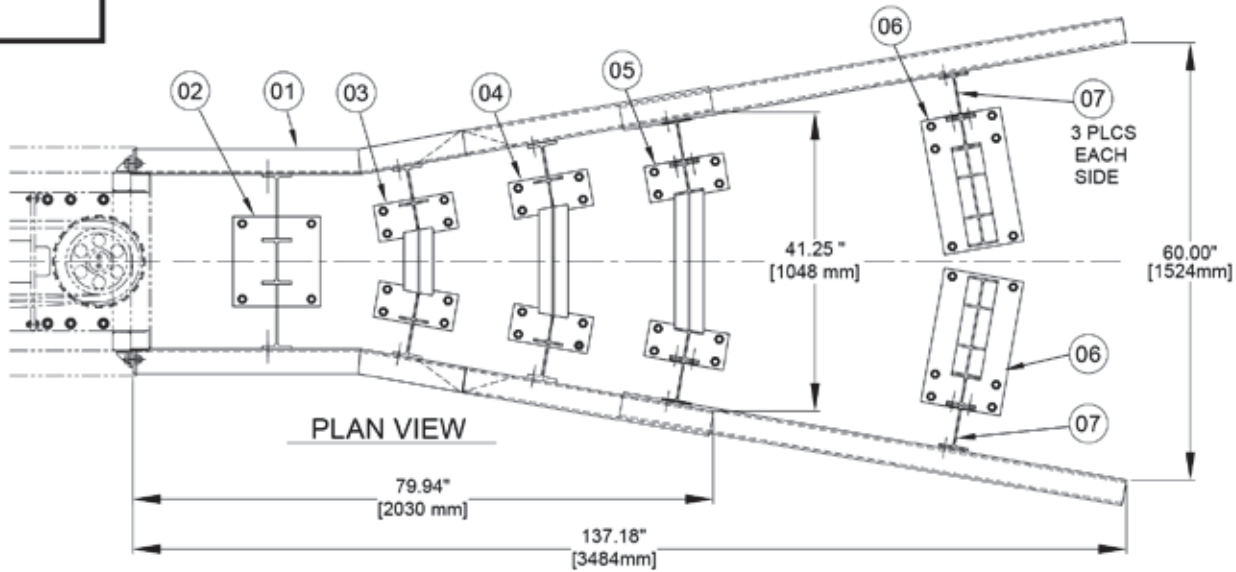
NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE THRIE BEAM WIDE TAPER END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

APPENDIX F - TRANSITION, THRIE BEAM WIDE TAPER

- Parts List:**
 Gore Assembly Complete to Brace #5 - #275288
 01-Transition Thrie 10 Degree Flare Right #275304
 01-Transition Thrie 10 Degree Flare Left #275306
 02-Transition Concrete Spanner Brace #275291
 03-Transition Concrete #1 Tapered Spanner Brace # 275290
 04-Transition Gore Tapered #1 Spanner Brace #275292
 05-Transition Gore Tapered #2 Spanner Brace #275293
 06-Thrie Beam Concrete Leg Brace #270765
 07-Thrie Beam Blockout AASHTO PWB02 #265244

SPLICE BOLTS AND GUARDRAILS BY OTHERS

- NOTES:**
 1) DIMENSIONS SHOWN ARE FOR 60" WIDTH
 2) FOR EACH 1" OF WIDTH CHANGE, ADD OR SUBTRACT THE FOLLOWING:
 2.88" [73.15mm] TO LENGTH OF GUARDRAIL
 2.84" [72.13mm] TO OVERALL LENGTH
 3) ADD OR SUBTRACT ADDITIONAL POST ON EACH SIDE FOR EACH 13" [330mm] CHANGE IN WIDTH.
 4) GUARDRAIL TERMINATION - YOU MUST ADD THE GUARDRAIL OVERLAP LENGTH AND TERMINATE PER STATE REGULATIONS.

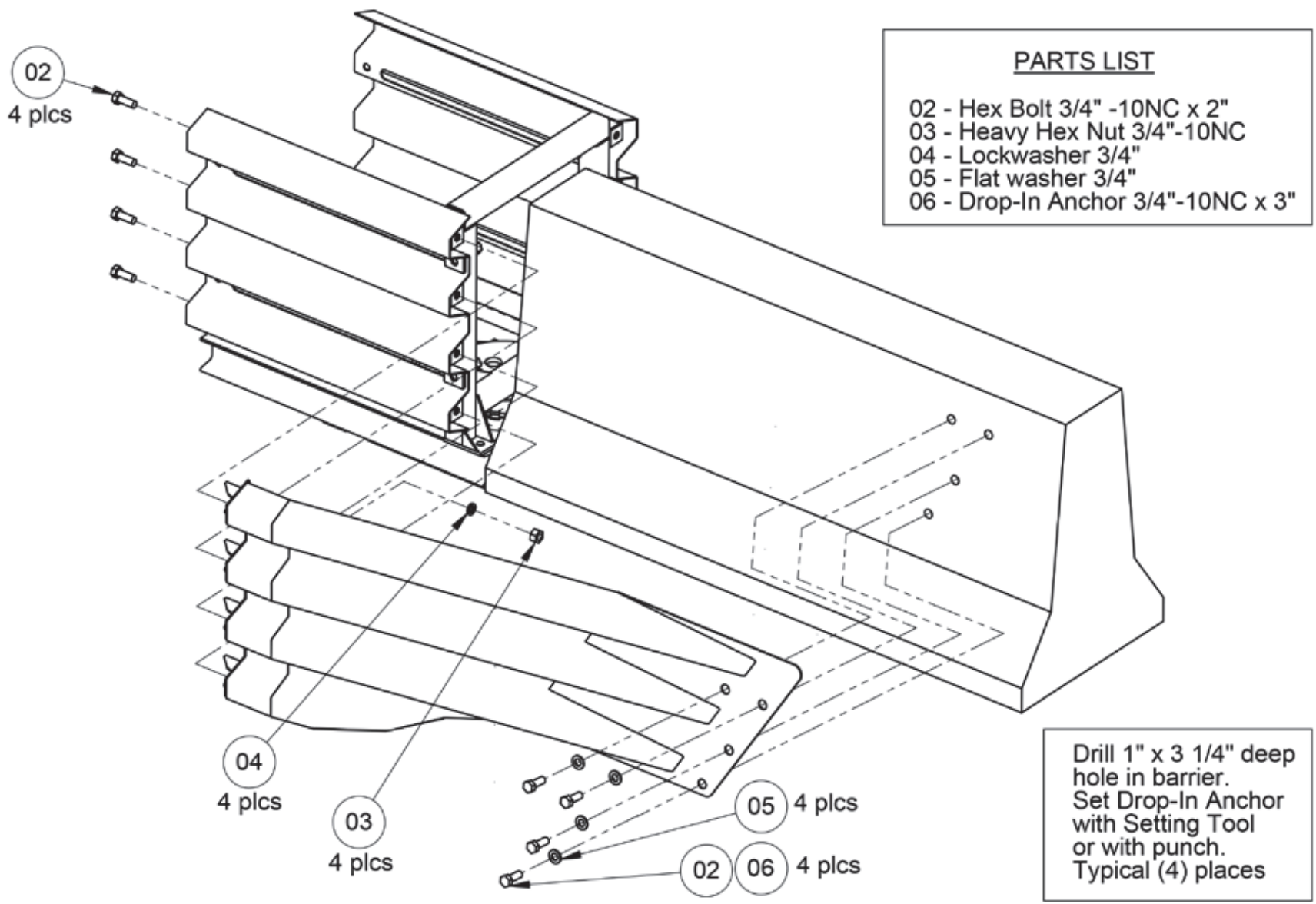


The use of the last brace will be determined by whether the Thrie Beam can be attached to the obstruction or not. If the Thrie Beam distance from the last brace is 40 inches or less and can be attached, you will not need a brace at the obstruction. If you cannot attach to the obstruction, you may need a brace and drill holes in the Thrie Beam at the furthest rearward location.



NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE SCI, JERSEY/F SHAPE BARRIER TRANSITION. IT IS NOT INTENDED TO REPLACE THE PRODUCT ASSEMBLY MANUAL.

APPENDIX G(2) - TRANSITION, JERSEY/F SHAPE BARRIER



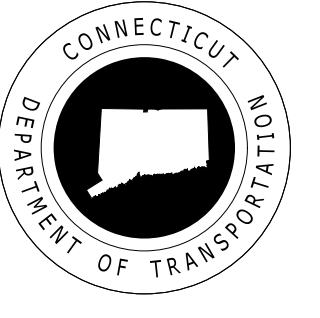
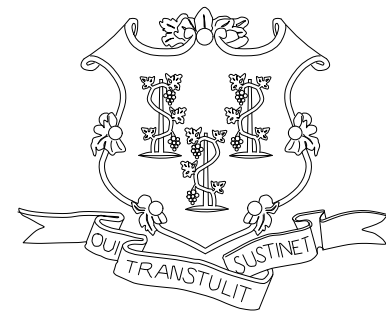


EXHIBIT A ATTACHMENT 2

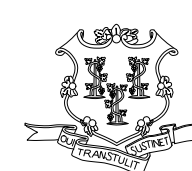
CONNECTICUT DEPARTMENT OF TRANSPORTATION

MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS

HIGHWAY OPERATIONS

CONTRACT FOR:

MAINTENANCE OPERATIONS
ATTENUATOR
(CRASH CUSHIONS AND TERMINAL ENDS)
IMPACT HEAD REFLECTORS



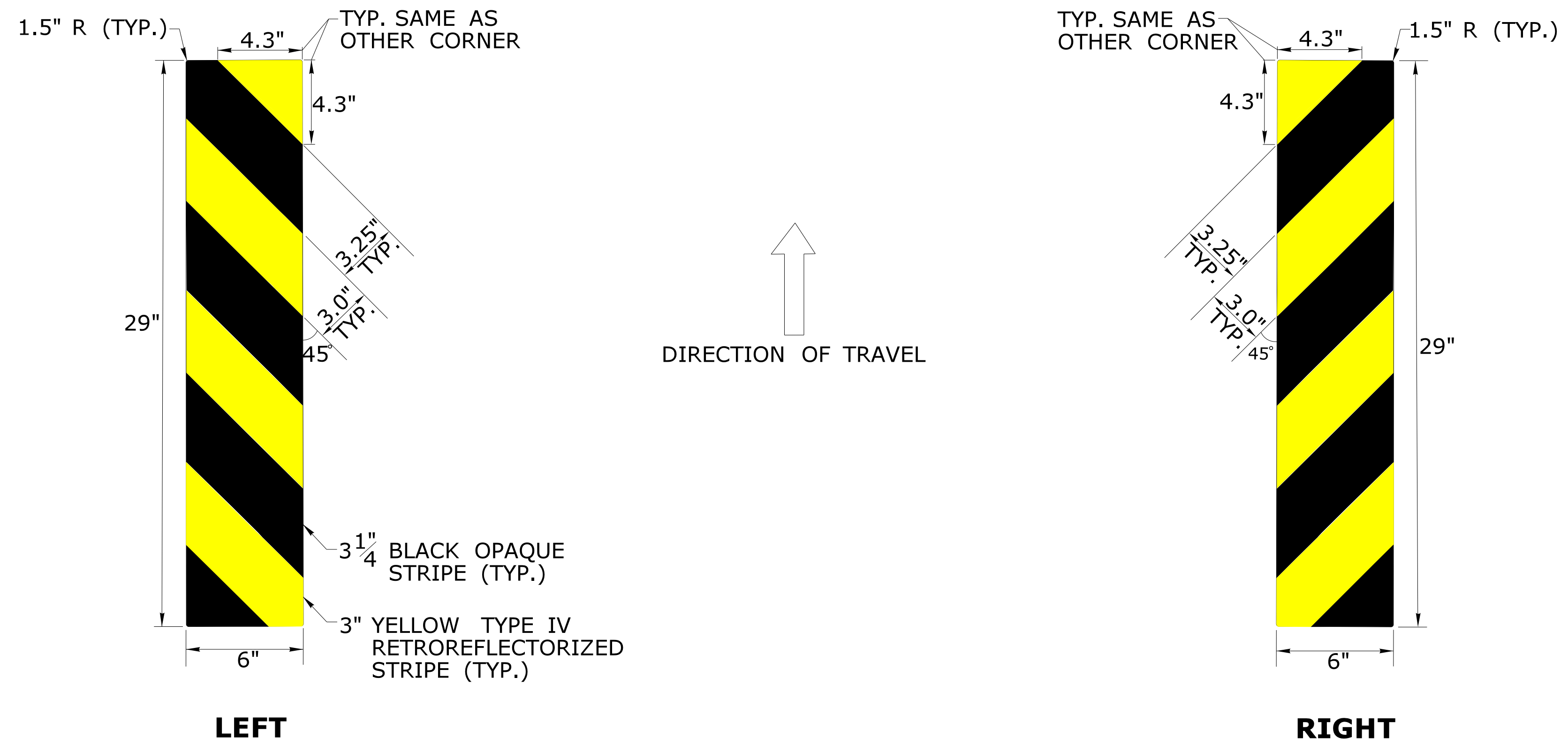
STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



TITLE SHEET

CONTRACT NO.:

SOFTSTOP TERMINAL END



SOFTSTOP TERMINAL END

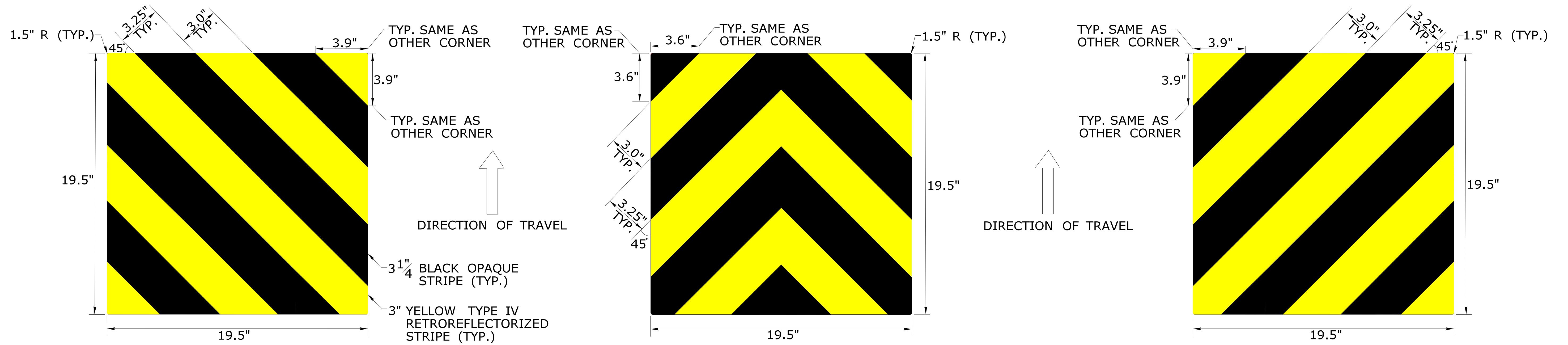


29" High BY 6" Wide

Trinity Highway Products
 Bob Takach Tech Support
Robert.Takach@trin.net
 330-539-7339

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 	DRAWING TITLE:	SOFTSTOP TERMINAL END	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE				1		

SEQUENTIAL KINKING TERMINAL END (SKT-SP)



LEFT

CENTER

RIGHT

SEQUENTIAL KINKING TERMINAL END (SKT-SP)



19.5" High BY 19.5" Wide

Road Systems Inc..

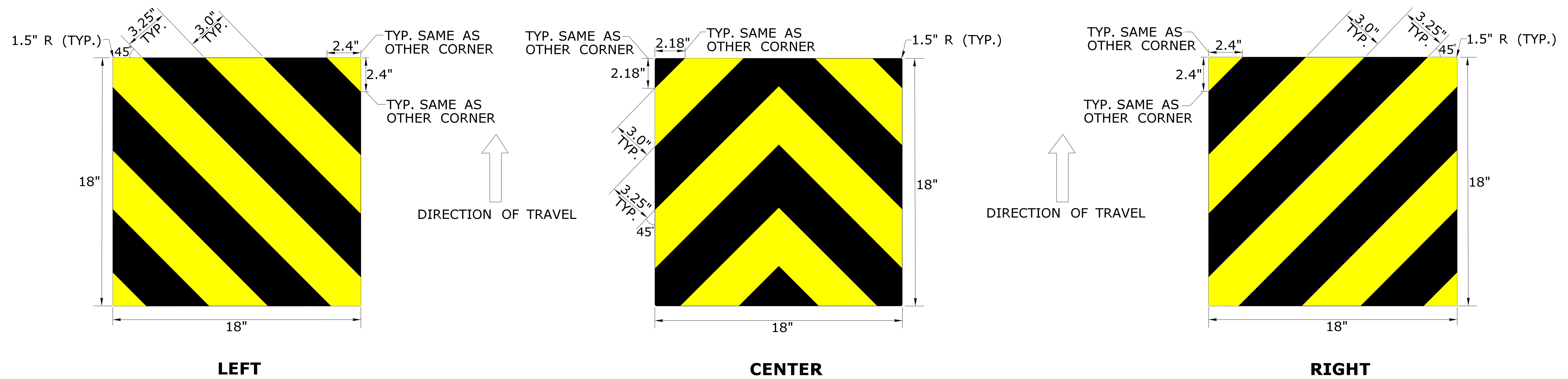
David A. Reese

darson@sbcglobal.net

330-799-9291

DRAFTER: MS		ASSIGNMENT PACKAGE FOR: MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE: SEQUENTIAL KINKING TERMINAL END (SKT-SP)	CONTRACT NO. SHEET NO. <div style="text-align: center; font-weight: bold; font-size: 1.2em;">2</div>
CHECKED BY: EL	HIGHWAY OPERATIONS				
NO SCALE					

MASH SEQUENTIAL KINKING TERMINAL (MSKT-SP)



MASH SEQUENTIAL KINKING TERMINAL (MSKT-SP)



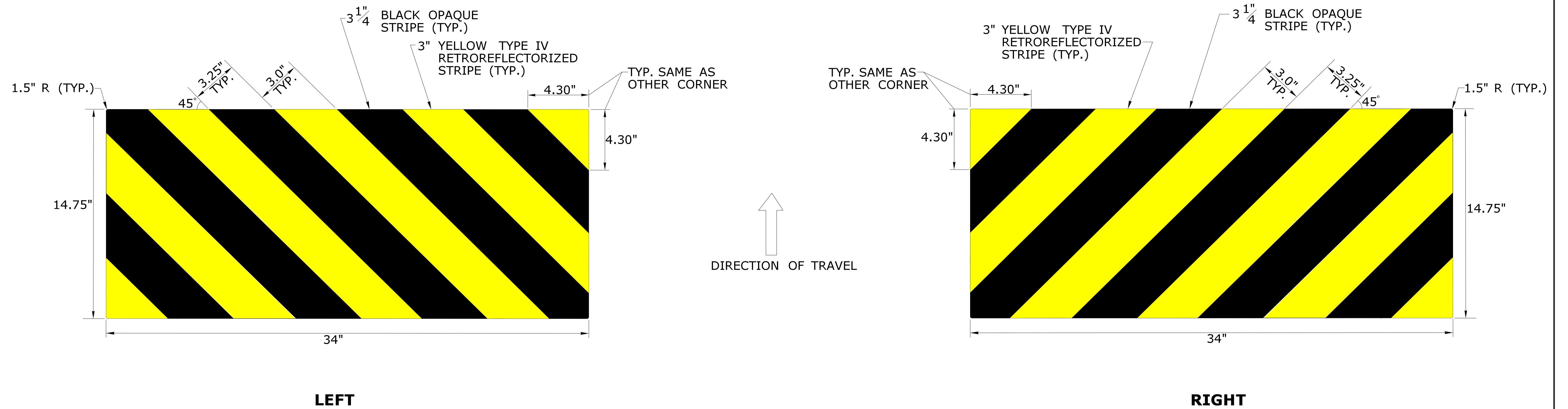
18" High BY 18" Wide

Road Systems Inc.

David A. Reese
darson@sbcglobal.net
330-799-9291

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 	DRAWING TITLE:	MASH SEQUENTIAL KINKING TERMINAL (MSKT-SP)	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE				3		

MAX-TENSION TANGENT, TERMINAL END



MAX-TENSION TANGENT, TERMINAL END



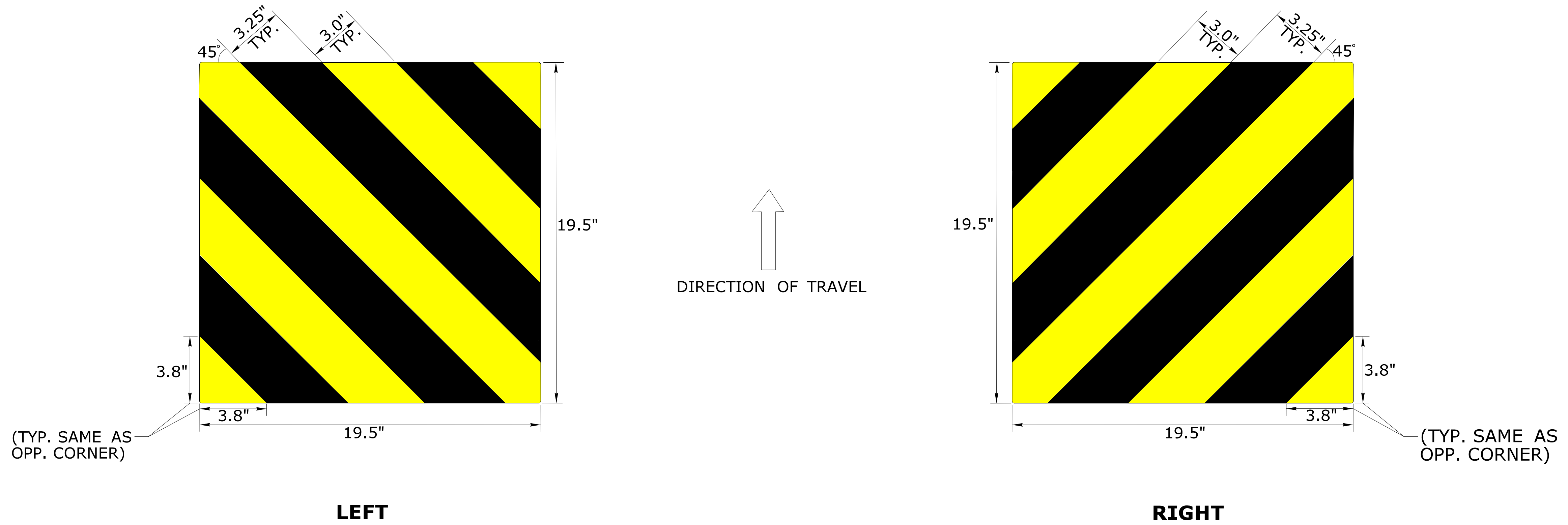
14.75" High BY 34" Wide

Lindsay Transportation Solutions/Barrier Systems

Ryan Samek Northern Regional Manager
ryan.samek@lindsay.com
 724-991-8099

DRAFTER: MS	HIGHWAY OPERATIONS	MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE: MAX-TENSION TANGENT, TERMINAL END	CONTRACT NO.
CHECKED BY: EL					SHEET NO. 4
NO SCALE					

BOX-BEAM BURSTING ENERGY ABSORBING TERMINAL END (BEAT) AND (BEAT-MT)



BOX-BEAM BURSTING ENERGY ABSORBING TERMINAL END (BEAT) AND (BEAT-MT)

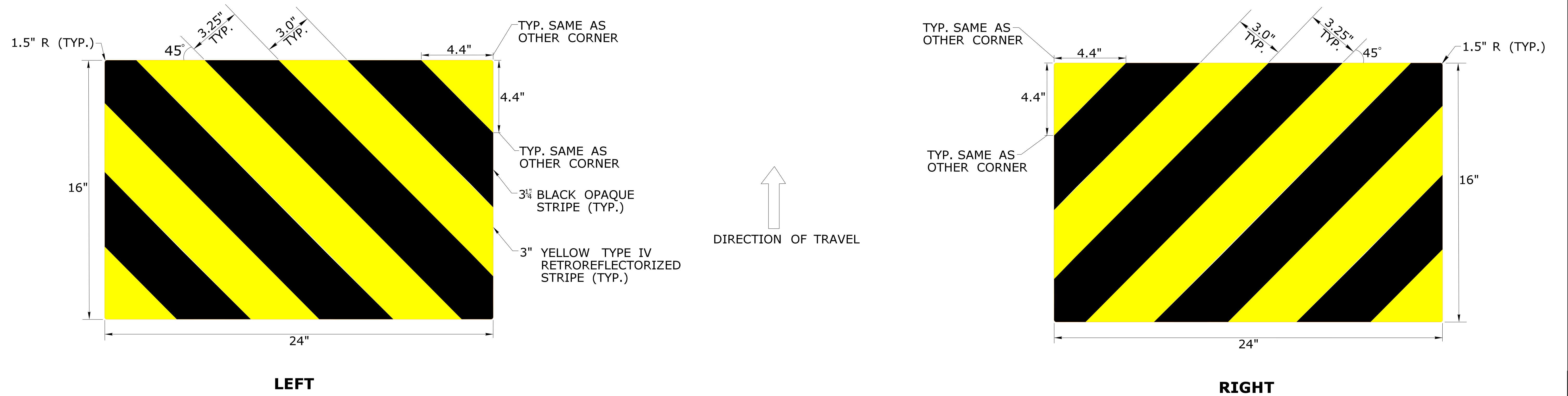


19.5" High BY 19.5" Wide

Road Systems Inc.
David A. Reese
darson@sbcglobal.net
330-799-9291

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 	DRAWING TITLE:	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		BOX-BEAM BURSTING ENERGY ABSORBING TERMINAL END (BEAT) AND (BEAT-MT)	SHEET NO.
NO SCALE					5

SLOTTED RAIL TERMINAL END (SRT-350)



SLOTTED RAIL TERMINAL END (SRT-350)



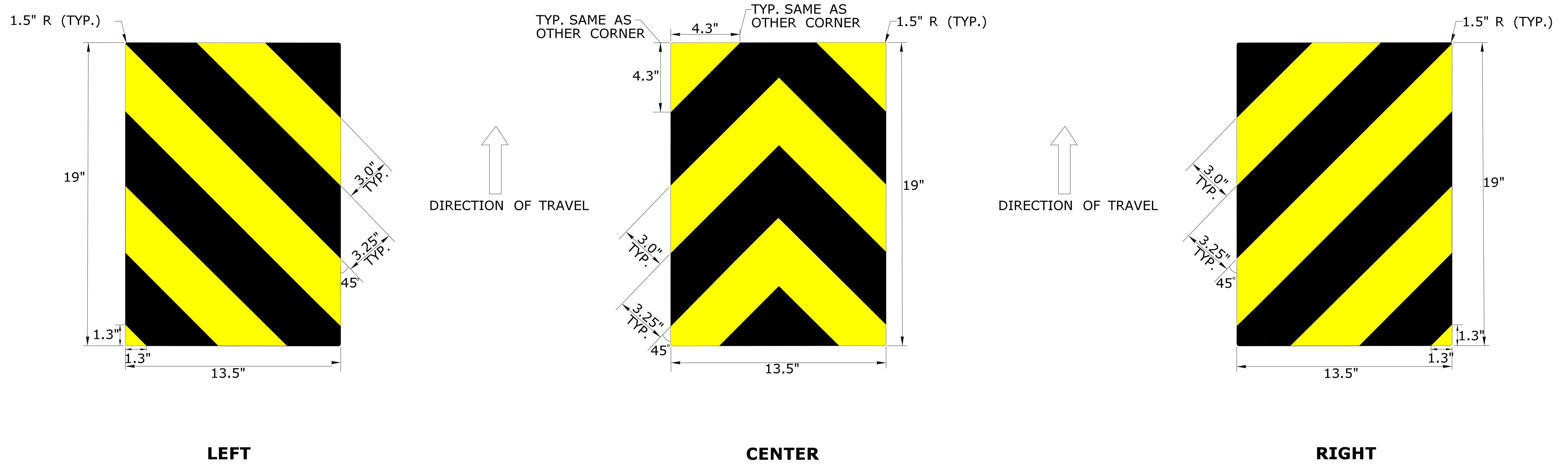
16" High BY 24" Wide

Trinity Highway Products

Bob Takach Tech Support
 Robert.Takach@trin.net
 330-539-7339

DRAFTER: MS CHECKED BY: EL NO SCALE	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR: MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE: SLOTTED RAIL TERMINAL END (SRT-350)	CONTRACT NO. SHEET NO. <b style="font-size: 1.2em;">6
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FLARED ENERGY ABSORBING TERMINAL END (FLEAT-SP)



FLARED ENERGY ABSORBING TERMINAL END (FLEAT-SP)



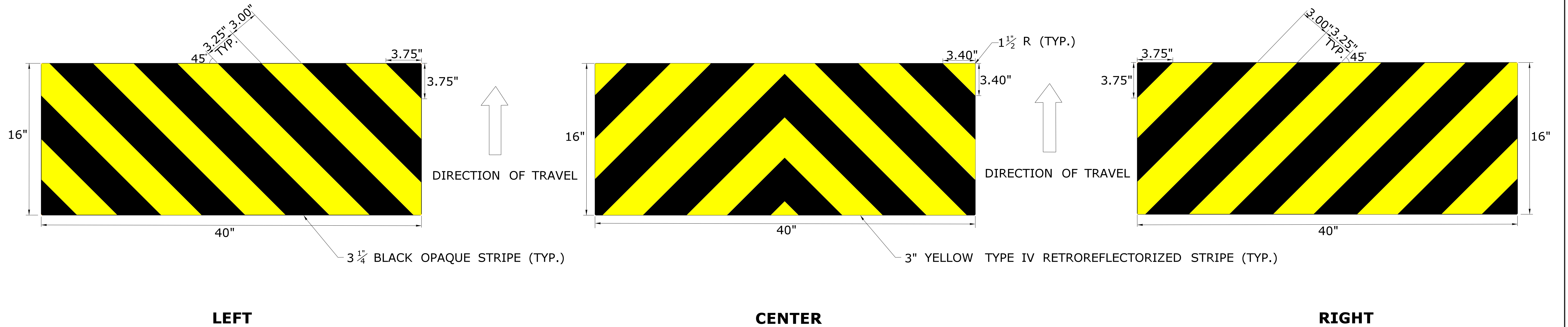
19" High BY 13.5" Wide

Road Systems Inc.

David A. Reese
 darson@sbcglobal.net
 330-799-9291

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE:	FLARED ENERGY ABSORBING TERMINAL END (FLEAT-SP)	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE				7		

CRASH CUSHION ATTENUATING TERMINAL (CAT-350)



CRASH CUSHION ATTENUATING TERMINAL (CAT-350)



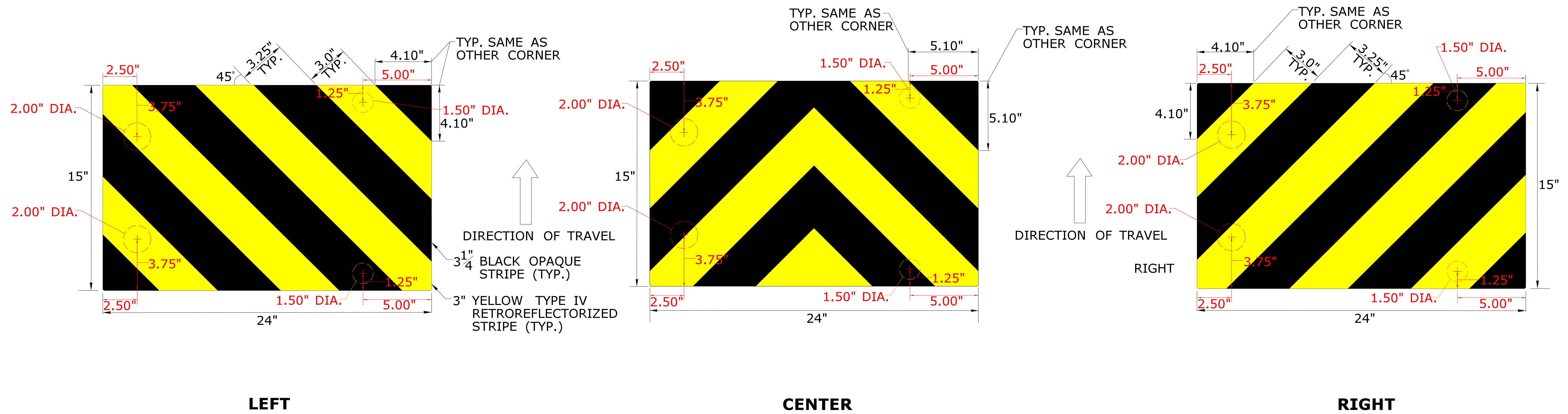
16" High BY 40" Wide

Trinity Highway Products

Bob Takach Tech Support
Robert.Takach@trin.net
 330-539-7339

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR: MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 	DRAWING TITLE: CRASH CUSHION ATTENUATING TERMINAL (CAT-350)	CONTRACT NO.	
CHECKED BY: EL						SHEET NO. 8
NO SCALE						

MAX-TENSION MEDIAN



MAX-TENSION TERMINAL END MEDIAN (CENTER)



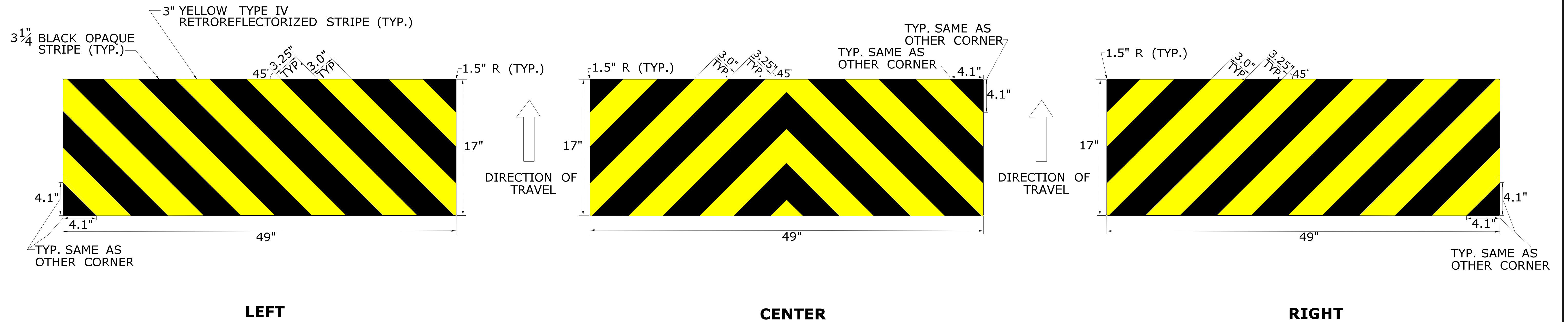
15" High BY 24" Wide

Lindsay Transportation Solutions/Barrier Systems

Ryan Samek Northern Regional Manager
ryan.samek@lindsay.com
 724-991-8099

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE:	MAX-TENSION MEDIAN	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE				9		

QUADGUARD CRASH CUSHION



QuadGuard Crash Cushion

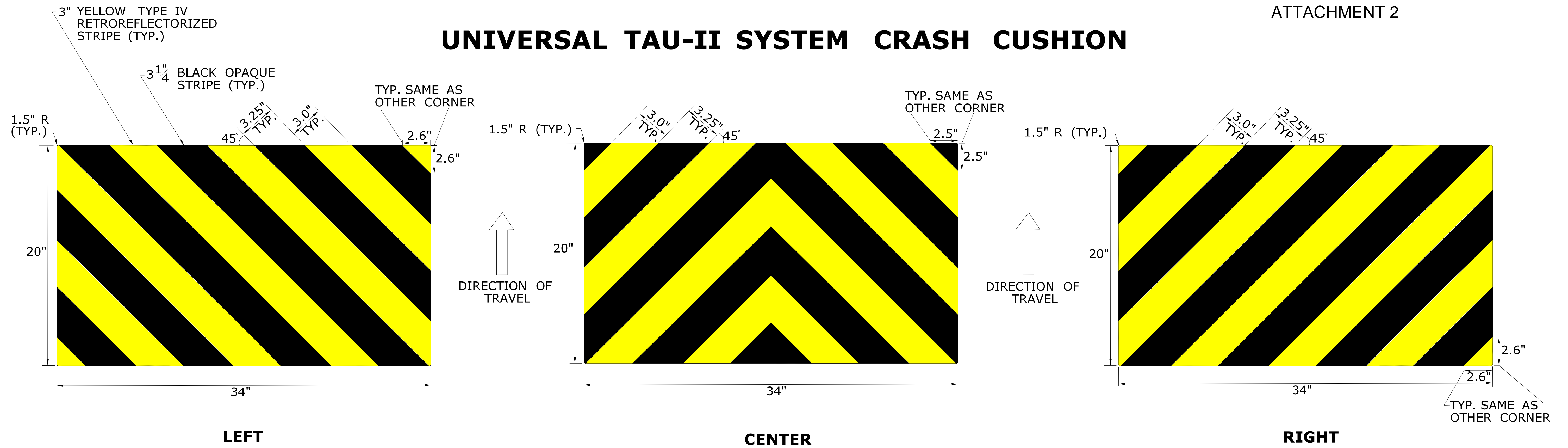


17" High BY 49" Wide

Transpo Industries Inc.
Ed Thaler Engineering Manager
ETHaler@transpo.com
914-636-1000 ext.649

DRAFTER: MS CHECKED BY: EL NO SCALE	ASSIGNMENT PACKAGE FOR: MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		DRAWING TITLE: QUADGUARD CRASH CUSHION	CONTRACT NO.
				SHEET NO. 10

UNIVERSAL TAU-II SYSTEM CRASH CUSHION



UNIVERSAL TAU-II SYSTEM CRASH CUSHION



20" High X 34" Wide

Lindsay Transportation Solutions/Barrier Systems

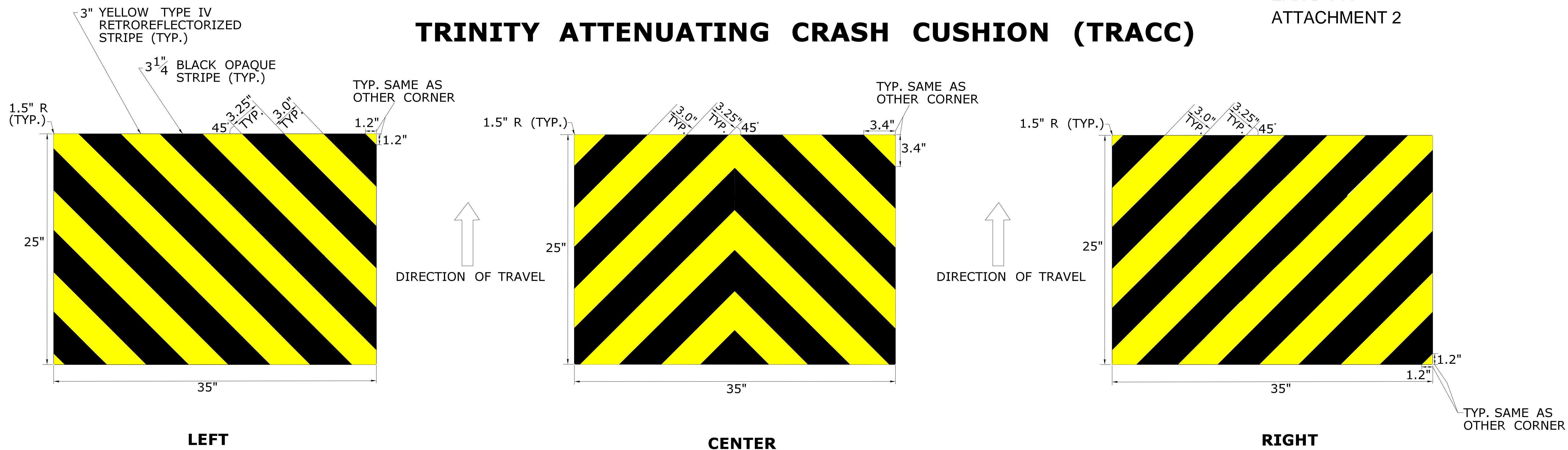
Ryan Samek Northern Regional Manager

ryan.samek@lindsay.com

724-991-8099

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE:	UNIVERSAL TAU-II SYSTEM CRASH CUSHION	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE				11		

TRINITY ATTENUATING CRASH CUSHION (TRACC)



TRINITY ATTENUATING CRASH CUSHION (TRACC)



25" High BY 35" Wide

Trinity Highway Products

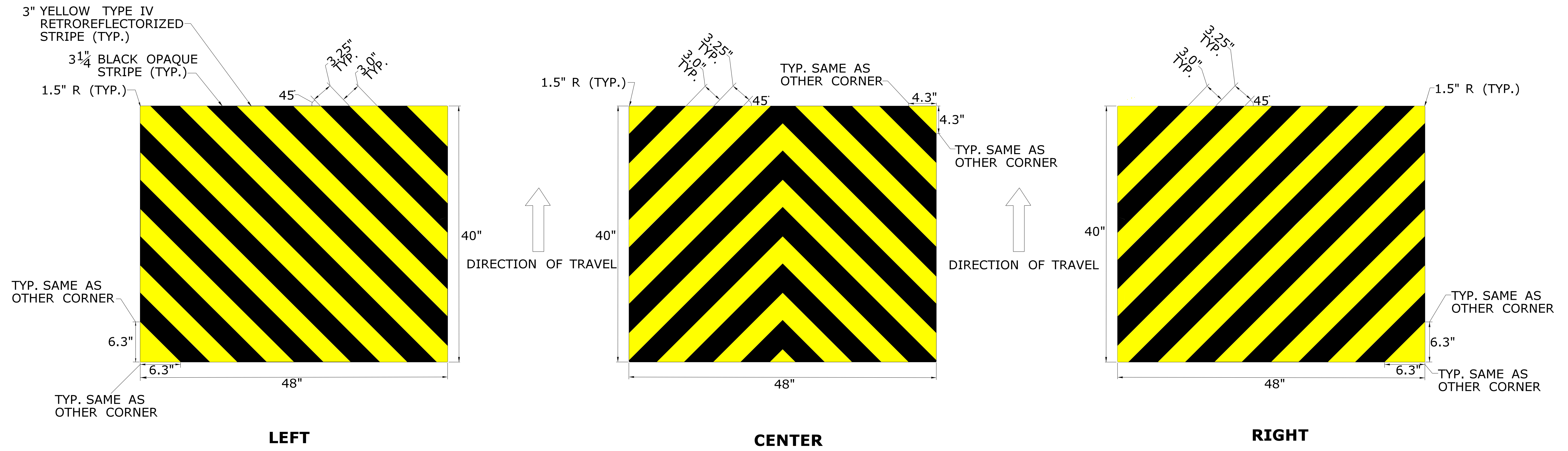
Bob Takach Tech Support

Robert.Takach@trin.net

330-539-7339

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE:	TRINITY ATTENUATING CRASH CUSHION (TRACC)	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE				12		

REUSABLE ENERGY ABSORBING CRASH TERMINAL (REACT-350)



REUSEABLE ENERGY ABSORBING CRASH TERMINAL (REACT-350)

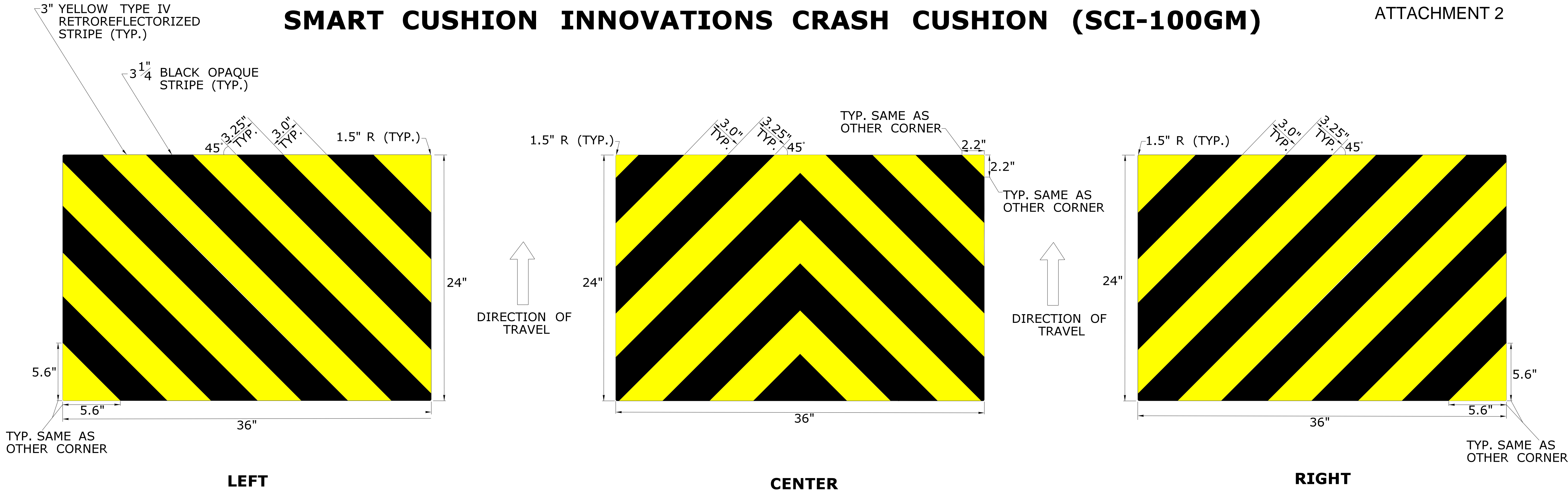


40" High BY 48" Wide

Transpo Industries Inc.
Ed Thaler Engineering Manager
ETHaler@transpo.com
914-636-1000 ext. 649

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	DRAWING TITLE:	REUSEABLE ENERGY ABSORBING CRASH TERMINAL (REACT-350)	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE				13		

SMART CUSHION INNOVATIONS CRASH CUSHION (SCI-100GM)



SMART CUSHION INNOVATIONS CRASH CUSHION (SCI-100GM)

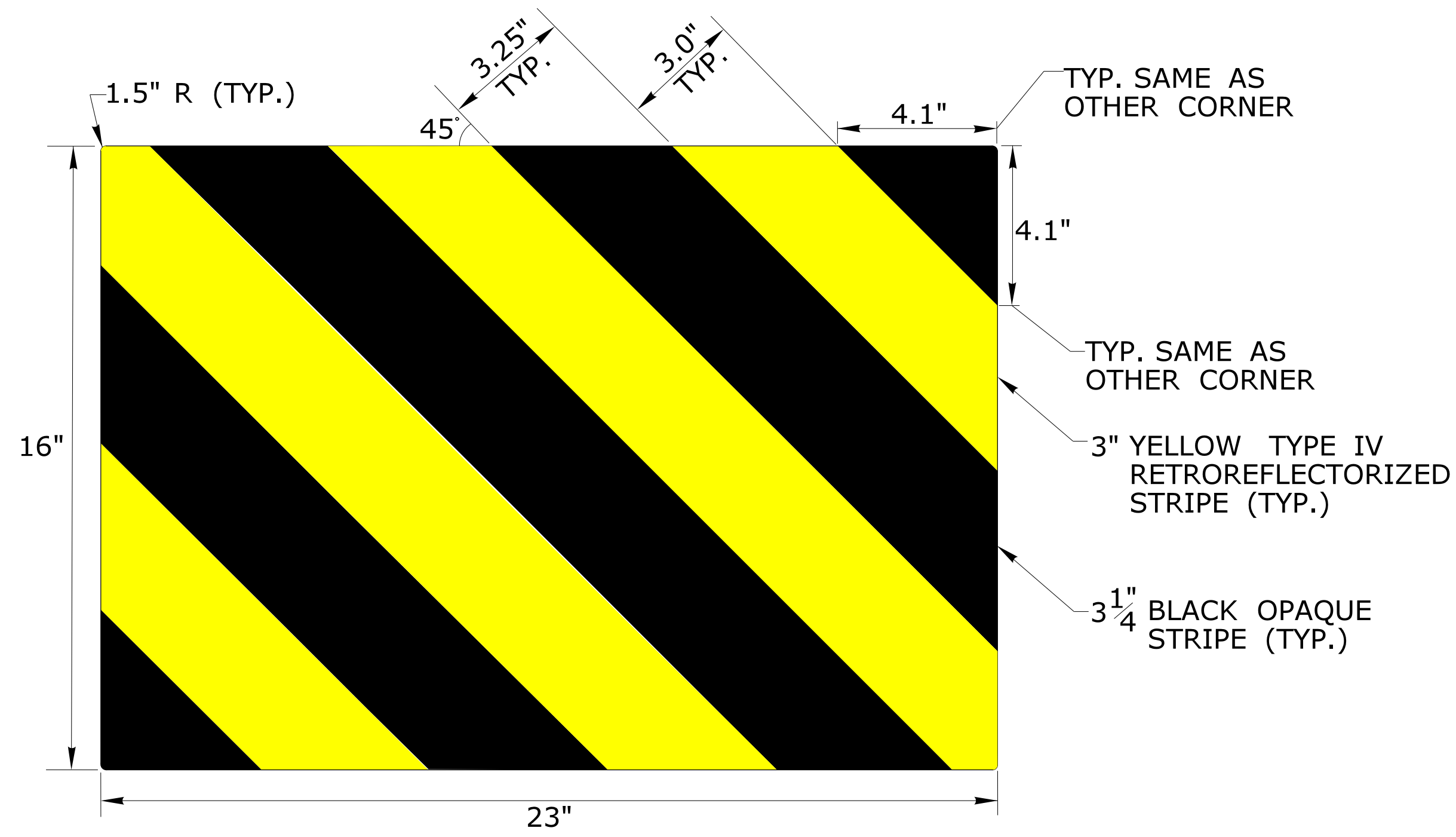


24" High BY 36" Wide

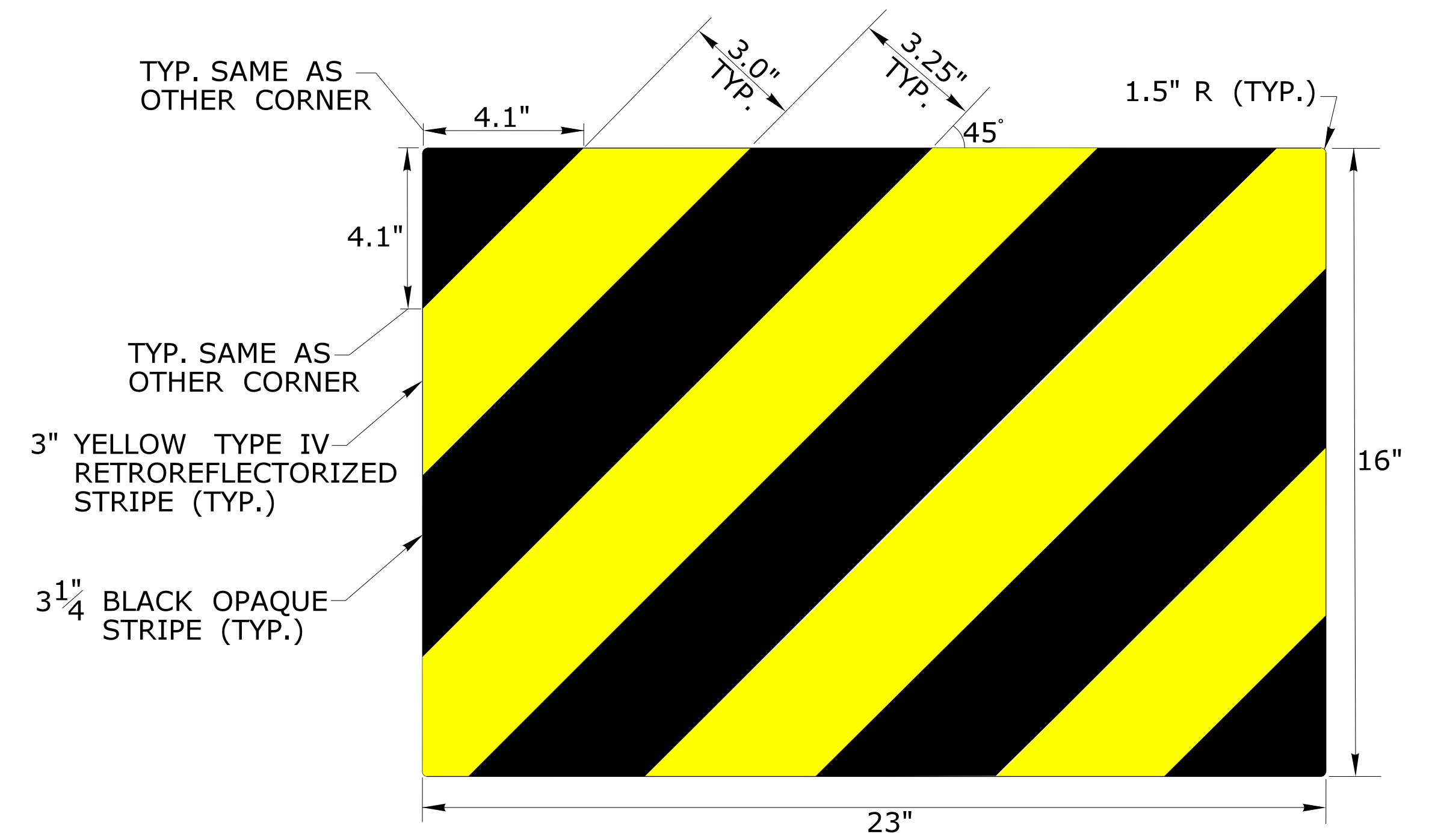
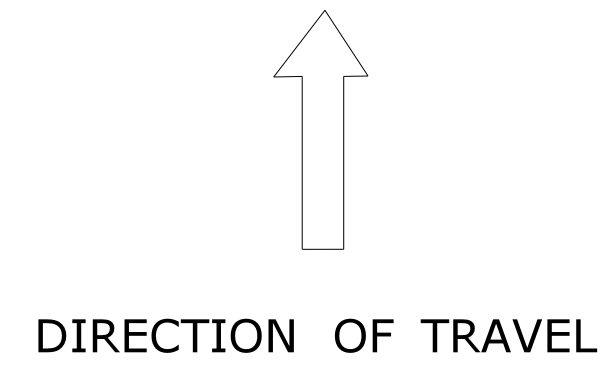
Work Area Protection Corp.
 Jeff Smith (Work Area Protection Corp.) (Tech-Owner)
jsmith@workareaprotection.com
 630-524-3097/630-330-8063

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 	DRAWING TITLE:	SMART CUSHION INNOVATIONS CRASH CUSHION (SCI-100GM)	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE				14		

R-B TERMINAL SECTION



LEFT



RIGHT

R-B TERMINAL SECTION



16" High BY 23" Wide

DRAFTER: MS	HIGHWAY OPERATIONS	ASSIGNMENT PACKAGE FOR:	<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	DRAWING TITLE:	R-B TERMINAL SECTION	CONTRACT NO.
CHECKED BY: EL		MAINTENANCE OPERATIONS ATTENUATOR (CRASH CUSHIONS AND TERMINAL ENDS) IMPACT HEAD REFLECTORS		SHEET NO.		
NO SCALE				15		

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
		Big Sandy Sand Barrels Traffix Devices				
1						
1a		Base Support	48247P		ea.	<u>NO AWARD</u>
1b		200 Barrel	48247S		ea.	<u>NO AWARD</u>
1c		400 lbs. Barrel	48247S		ea.	<u>NO AWARD</u>
1d		700 lbs. Barrel	48247S		ea.	<u>NO AWARD</u>
1e		1400 lbs.	48140		ea.	<u>NO AWARD</u>
1f		2100 lbs.	48210		ea.	<u>NO AWARD</u>
1g		200, 400, or 700 Lbs. Lid			ea.	<u>NO AWARD</u>
1h		1400 lbs. Lid			ea.	<u>NO AWARD</u>
1i		2100 lbs. Lid			ea.	<u>NO AWARD</u>
1j		Lifting Ring	48000-LR		ea.	<u>NO AWARD</u>
1k		200, 400, or 700 lbs. Reflector (R,L or M)			ea.	<u>NO AWARD</u>
1l		1400 lbs. Reflector (R,L or M)			ea.	<u>NO AWARD</u>
1m		2100 lbs. Reflector (R, L or M)			ea.	<u>NO AWARD</u>

1n		% off Big Sandy items not listed above			%	<u>NO AWARD</u>
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		CrashGard Sand Barrels Plastic Safety Systems, Inc.				
2						
2a		Sand Barrel			ea.	<u>NO AWARD</u>
2b		Sand Barrel Lid			ea.	<u>NO AWARD</u>
2c		Sand Barrel Insert			ea.	<u>NO AWARD</u>
2d		Sand Barrel Lifting Hoist			ea.	<u>NO AWARD</u>
2e		Top Ring Reflector (R,L or M)			ea.	<u>NO AWARD</u>
2f		Middle Ring Reflector (R,L or M)			ea.	<u>NO AWARD</u>
2g		Bottom Ring Reflector (R,L or M)			ea.	<u>NO AWARD</u>

2h		% off CrashGard items not listed above			%	<u>NO AWARD</u>
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PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
3		Energite III System Sand Barrels Energy Absorption System				
3a		200 lbs. Barrel	640		ea.	<u>\$199.00</u>
3b		400 lbs. Barrel	640		ea.	<u>\$199.00</u>
3c		700 lbs. Barrel	640		ea.	<u>\$199.00</u>
3d		1400 lbs. Barrel	640		ea.	<u>\$199.00</u>
3e		2100 lbs. Barrel	960		ea.	<u>\$203.00</u>
3f		Sand Barrel Lid			ea.	<u>\$26.00</u>
3g		Sand Barrel Cone	90/180		ea.	<u>\$26.00</u>
3h		Sand Barrel Cone	320		ea.	<u>\$26.00</u>
3i		Sand Barrel Lifting Hoist			ea.	<u>\$395.00</u>
3j		200, 400, 700, 1400 lbs. Barrel Reflector (R,L or M)			ea.	<u>NO AWARD</u>
3k		2100 lbs. Barrel Reflector (R,L or M)			ea.	<u>NO AWARD</u>

3l		% off Energite items not listed above			%	<u>2%</u>
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4		SoftStop Terminal End - Test Level 3 Trinity Highway				
4a		Complete System (All Parts)		SS 646	ea.	<u>NO AWARD</u>
4b		12/12'6/3'1.5/S	11	SS 646	ea.	<u>NO AWARD</u>
4c		6'0 Post - W6 x 8.5	5333	SS 646	ea.	<u>NO AWARD</u>
4d		King Block	6777	SS 646	ea.	<u>NO AWARD</u>
4e		6'0 SYT PST/8.5/31" GR HT	15000	SS 646	ea.	<u>NO AWARD</u>
4f		SoftStop Anchor G. Rail 12'-6"	15200	SS 646	ea.	<u>NO AWARD</u>
4g		SoftStop Anchor Angle	15201	SS 646	ea.	<u>NO AWARD</u>
4h		SoftStop Angle Strut	15202	SS 646	ea.	<u>NO AWARD</u>
4i		SoftStop Post No. 1 SYTP	15203	SS 646	ea.	<u>NO AWARD</u>
4j		SoftStop Anchor Paddle	15204	SS 646	ea.	<u>NO AWARD</u>
4k		SoftStop Post #0	15205	SS 646	ea.	<u>NO AWARD</u>
4l		SoftStop Plate Washer	15206	SS 646	ea.	<u>NO AWARD</u>
4m		SoftStop Keeper Plate	15207	SS 646	ea.	<u>NO AWARD</u>
4n		Soft Stop Impact Head	15208	SS 646	ea.	<u>NO AWARD</u>
4o		5/16" Round Washer Wide	3240	SS 646	ea.	<u>NO AWARD</u>
4p		5/16" Hex Nut	3245	SS 646	ea.	<u>NO AWARD</u>
4q		5/8" GR Hex Nut	3340	SS 646	ea.	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
		SoftStop Terminal End - Test Level 3 Trinity Highway (continued)				
4r		5/8" x 1.25" GR Bolt	3360	SS 646	ea.	<u>NO AWARD</u>
4s		5/8" x 1.75" Hex Bolt A325	3391	SS 646	ea.	<u>NO AWARD</u>
4t		5/8" Guard Rail Bolt x 10"	3500	SS 646	ea.	<u>NO AWARD</u>
4u		3/4" Round Washer F436	3701	SS 646	ea.	<u>NO AWARD</u>
4v		3/4" Heavy Hex Nut A563 DH	3704	SS 646	ea.	<u>NO AWARD</u>
4w		3/4"X2.5" HEX BOLT A325	3717	SS 646	ea.	<u>NO AWARD</u>
4x		1" Heavy Hex Nut A563 DH	3908	SS 646	ea.	<u>NO AWARD</u>
4y		5/8" Washer F436	4372	SS 646	ea.	<u>NO AWARD</u>
4z		5/8" x 9" Hex Bolt A 325	4489	SS 646	ea.	<u>NO AWARD</u>
4aa		1" Round Washer F436	4902	SS 646	ea.	<u>NO AWARD</u>
4bb		5/16" x 2.5" Hex Bolt GRD 5	105285	SS 646	ea.	<u>NO AWARD</u>
4cc		5/16" x 1.5" Hex Bolt GRD 5	105286	SS 646	ea.	<u>NO AWARD</u>
4dd		SoftStop Reflector (R or L)			ea.	<u>NO AWARD</u>
4ee		% off SoftStop items not listed above		SS 646	%	<u>NO AWARD</u>

		SKT-SP Terminal End - Test Level 3 Road Systems				
5						
5a		Complete System (All Parts)		SKT-SP-50	ea.	<u>NO AWARD</u>
5b		SKT - Impact Head	S3000	SKT-SP-50	ea.	<u>NO AWARD</u>
5c		SKT Anchor Rail 12'-6"	SF 1303	SKT-SP-50	ea.	<u>NO AWARD</u>
5d		W-Beam Guardrail 12'-6"	G1203	SKT-SP-50	ea.	<u>NO AWARD</u>
5e		First Post Top 6X6X1/8" Tube	TPHP1A	SKT-SP-50	ea.	<u>NO AWARD</u>
5f		First Post Bottom 6' W6X15	TPHP1B	SKT-SP-50	ea.	<u>NO AWARD</u>
5g		Universal Hinge Post #2 Upper	UHP2A	SKT-SP-50	ea.	<u>NO AWARD</u>
5h		Hinge Post Lower	HP-B	SKT-SP-50	ea.	<u>NO AWARD</u>
5i		Steel Line Post 6' W6X	P621	SKT-SP-50	ea.	<u>NO AWARD</u>
5j		Bearing Plate	E750	SKT-SP-50	ea.	<u>NO AWARD</u>
5k		Cable Anchor Box	S760	SKT-SP-50	ea.	<u>NO AWARD</u>
5l		BCT Cable Anchor Assembly	E770	SKT-SP-50	ea.	<u>NO AWARD</u>
5m		Recycled Plastic Block	CBSP-14	SKT-SP-50	ea.	<u>NO AWARD</u>
5n		5/16 X 1 Hex Bolt GRD 5	B5160104A	SKT-SP-50	ea.	<u>NO AWARD</u>
5o		5/16 Washer	WO516	SKT-SP-50	ea.	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
		SKT-SP Terminal End - Test Level 3 Road Systems (continued)				
5p		5/16 Hex Nut	N0516	SKT-SP-50	ea.	<u>NO AWARD</u>
5q		5/8 X 1 1/4 Splice Bolt	B580122	SKT-SP-50	ea.	<u>NO AWARD</u>
5r		5/8 X 9 Hex Bolt GRD 5	B580904A	SKT-SP-50	ea.	<u>NO AWARD</u>
5s		5/8 X 10 H.G.R. Bolt	B581002	SKT-SP-50	ea.	<u>NO AWARD</u>
5t		5/8 Washer	W050	SKT-SP-50	ea.	<u>NO AWARD</u>
5u		5/8 H.G. R. Nut	N050	SKT-SP-50	ea.	<u>NO AWARD</u>
5v		5/8 Nut	N055	SKT-SP-50	ea.	<u>NO AWARD</u>
5w		3/4 X 8 1/2 Hex Bolt GRD A449	B340854A	SKT-SP-50	ea.	<u>NO AWARD</u>
5x		3/4 Hex Nut	N030	SKT-SP-50	ea.	<u>NO AWARD</u>
5y		1" Anchor Cable Hex Nut	N100	SKT-SP-50	ea.	<u>NO AWARD</u>
5z		1" Anchor Cable Washer	W100	SKT-SP-50	ea.	<u>NO AWARD</u>
5aa		1/2 RSI Shoulder Bolt W/Washer	SB12A	SKT-SP-50	ea.	<u>NO AWARD</u>
5bb		1/2 Structural Nut	N012A	SKT-SP-50	ea.	<u>NO AWARD</u>
5cc		1/2 Structural Washer	WO12A	SKT-SP-50	ea.	<u>NO AWARD</u>
5dd		Bearing Plate Retainer Tie	CT-100ST	SKT-SP-50	ea.	<u>NO AWARD</u>
5ee		SKT-SP Reflector (R or L)			ea.	<u>NO AWARD</u>
5ff		% off SKT-SP items not listed above		SKT-SP-50	%	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
6		MSKT-SP Terminal End - Test Level 3 Road Systems				
6a		Complete System (All Parts)		MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6b		Impact Head	MS3000	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6c		W-Beam Guardrail End Section 12Ga.	SF1303	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6d		First Post Top 6X6X1/8" Tube	MTPHP1A	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6e		First Post Bottom 6' W6X15	MPHP1B	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6f		Second Post Assembly Top	UHP2A	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6g		Second Post Assembly Bottom	HP2B	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6h		Bearing Plate	E750	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6i		Cable Anchor Box	S760	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6j		BCT Cable Anchor Assembly	E770	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6k		Strut	MS785	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6l		6X9 (6X8.5) Steel Post	P621	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6m		Recycled Plastic Block	CBSP-14	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6n		W-Beam MGS Rail Section 9'-4 1/2"	G12025	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6o		W-Beam MGS Rail Section 12'-6"	G1203A	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6p		5/16 X 1 Hex Bolt GRD 5	B5160104A	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6q		5/16 Washer	W0516	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6r		5/16 Hex Nut	N0516	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6s		5/8 Dia. X 1 1/4 Splice Bolt Post#2	B580122	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6t		5/8 Dia. X 9 Hex Bolt A449	B580904A	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6u		5/8 Washer	W050	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6v		5/8 H.G. R. Nut	N050	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6w		3/4 X 8 1/2 Hex Bolt GRD A449	B340854A	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6x		3/4 Hex Nut	N030	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6y		1" Anchor Cable Hex Nut	N100	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6z		1" Anchor Cable Washer	W100	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6aa		1/2 RSI Shoulder Bolt W/Washer	SB12A	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6bb		1/2 Structural Nut	N012A	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6cc		1/2 Structural Washer	W012A	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6dd		Bearing Plate Retainer Tie	CT-100ST	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6ee		5/8 X 10" H.G.R. Bolt	B581002	MSKT-SP-MGS8	ea.	<u>NO AWARD</u>
6ff		MSKT-SP Reflector (R or L)			ea.	<u>NO AWARD</u>
6gg		% off MSKT-SP items not listed above		MSKT-SP-MGS8	%	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
7		MAX-Tension Terminal End - Test Level 3 Barrier Systems by Lindsay				
7a		Complete System (All Parts)		BSI-1610070-US	ea.	<u>NO AWARD</u>
7b		Soil Anchor, Galvanized	BSI-1610060-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7c		Ground Strut, Galvanized	BSI-1610061-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7d		Impact Head, Chase Threads	BSI-1610062-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7e		Post, I-BEAM, W 6 x 9, 6ft Galvanized	BSI-1610063-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7f		Traffic Side Slider (TSS) Panel Galvanized	BSI-1610064-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7g		Inner Side Slider (ISS) Panel Galvanized	BSI-1610065-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7h		Tooth, Geomet	BSI-1610066-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7i		Rear Side Slider (RSS) Plate Galvanized	BSI-1610067-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7j		Cable Friction Plate, Head Unit	B061058	BSI-1610070-US	ea.	<u>NO AWARD</u>
7k		Cable Assembly Sleeve MASH Tension	BSI-1610069-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7l		Line Post, X-Lite, Galv.	BSI-1012078-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7m		W-Beam Guardrail, 4 -Space, (RWM04a), 12 Gauge	B090534	BSI-1610070-US	ea.	<u>NO AWARD</u>
7n		Washer, Square, X-Lite	BSI-1102027-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7o		Bolt HH 5/8-11 x 7, 2in Threads, Gr5, Geomet	BSI-2001886	BSI-1610070-US	ea.	<u>NO AWARD</u>
7p		Bolt HH 3/4-10 x 3, Fully Threaded, GR5, Geomet	BSI-2001885	BSI-1610070-US	ea.	<u>NO AWARD</u>
7q		Guardrail Bolt 5/8-11 x 1-1/4, Gr2 Mgal	4001115	BSI-1610070-US	ea.	<u>NO AWARD</u>
7r		Guardrail Bolt 5/8-11 x 10 MGAL	2001840	BSI-1610070-US	ea.	<u>NO AWARD</u>
7s		Washer 5/8 F436 Struct MGAL	2001636	BSI-1610070-US	ea.	<u>NO AWARD</u>
7t		Guardrail Nut Recessed 5/8-11, Gr2 Mgal	4001116	BSI-1610070-US	ea.	<u>NO AWARD</u>
7u		Bolt CH 5/8-11 x 2 Fully Threaded, Gr5 Geomet	BSI-2001888	BSI-1610070-US	ea.	<u>NO AWARD</u>
7v		Bracket, Delineation Mounting	BSI-1611008-00	BSI-1610070-US	ea.	<u>NO AWARD</u>
7w		Screw SD, HH 1/4-20 x 3/4, 410 SS	BSI-2001887	BSI-1610070-US	ea.	<u>NO AWARD</u>
7x		Guardrail Washer Rect AASHTO FWR03	4002051	BSI-1610070-US	ea.	<u>NO AWARD</u>
7y		MAX-Tension Terminal Reflector (R or L)			ea.	<u>NO AWARD</u>
7z		% off MAX- Tension items not listed above		BSI-1610070-US	%	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
Box-Beam Bursting Energy Absorbing Terminal End & Median						
8						
8a		Complete System (All Parts)		BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8b		Box Beam Impact Head	B3000	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8c		Upper First Post W6X9 1'-9 1/2" LG.	BEAT-UP	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8d		Lower First Post W6X15 X 8 LG.	BEAT-LP	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8e		Support Bracket L4X2 x4" LG.	BEAT-SB	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8f		Post Breaker Welded TS2X2X1/4"	BEAT-PB	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8g		Cable Anchor Assembly	E770	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8h		Cable Anchor Bearing Plate	E750	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8i		End Tube Rail TS6X6X1/8 X 8'-0" LG.	B-SS102	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8j		Steel Breakaway Line Post W6x9 x 6' LG.	PB 621	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8k		PL.	B-SS104	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8l		Second Rail x 16'-2 1/2" LG.	B-SS106	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8m		Transition Blockout x 5' - 6 3/16" LG.	B-SS108	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8n		Trans. Support Bracket 3/16" Bent PL.w/Gusset	B-SS110	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8o		Bent End Splice	BP-SC	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8p		1" Square Washer PL. 4x4x1/4"	B-SS112	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8q		Anchor Rail x 8'-6 13/16" LG.	B-SS114	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8r		Splice Plate 10" x 10" x 3/8"	B-SS116	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8s		3/8" Galv. Cable 20'-0"	C3820	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8t		Tie Plate PL. 11 1/2 x 3 1/2 x 3/16"	B-SS120	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8u		Spacer (Omit on 90 Degree Wall)	B-SS122	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8v		1/2" x 2" Hex Nut	B120204	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8w		1/2" x 5" Hex Nut Grade 5	B51607504A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8x		1/2" Hex Nut	N012	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8y		1/2" Washer	W012	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
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		Box-Beam Bursting Energy Absorbing Terminal End & Median (continued)				
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8z		5/8" x 1 1/2" Hex Nut	B580154	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8aa		5/8" Recess Nut	N050	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8bb		5/8" x 2" Hex Bolt Grade 5	B580204A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8cc		5/8" x 3" Hex Bolt Grade 5	B580304A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8dd		5/8" x 6" Hex Bolt Grade 5	B580604A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8ee		5/8" x 8" Hex Bolt Grade 5	B580804A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8ff		5/8" x 9" Hex Bolt Grade 5	B580904A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8gg		5/8" Hex Nut	N055	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8hh		5/8" Washer	W050	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8ii		1" x 16" Hex Bolt Grade 5 (Various Length)	B101604A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8jj		1" Hex Nut Grade 5	N100A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8kk		1" Washer Grade 5	W100A	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8ll		Cable Tie	CT100	BEAT-SSCC-RS	ea.	<u>NO AWARD</u>
8mm		Box Beam Reflector (R, L or M)			ea.	<u>NO AWARD</u>
8nn		% off BEAT items not listed above		BEAT-SSCC-RS	%	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
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		Slotted Rail Terminal End SRT-350				
9						
9a		Complete System (All Parts)		SS 444	ea.	<u>NO AWARD</u>
9b		12/12'6/6' 3"/S GUARDRAIL	9G	SS 444	ea.	<u>NO AWARD</u>
9c		12/12'6/6' 3"/S SRT-1 Guardrail	30G	SS 444	ea.	<u>NO AWARD</u>
9d		CABLE ANCHOR BRACKET	700A	SS 444	ea.	<u>NO AWARD</u>
9e		2" Dia. x 5 1/2" Pipe	705G	SS 444	ea.	<u>NO AWARD</u>
9f		6' 0 Tube Sleeve	742G	SS 444	ea.	<u>NO AWARD</u>
9g		5/8 x 6 x 8 Bearing Plate	775G	SS 444	ea.	<u>NO AWARD</u>
9h		12/ BUFFER/ROLLED (TERMINAL)	907G	SS 444	ea.	<u>NO AWARD</u>
9i		3/4 x 6'6 Cable	3000G	SS 444	ea.	<u>NO AWARD</u>
9j		5/8" WASHER	3300G	SS 444	ea.	<u>NO AWARD</u>
9k		5/8" HEX NUT	3340G	SS 444	ea.	<u>NO AWARD</u>
9l		5/8" DIA. x 1 1/4" SPLICE BOLT	3360G	SS 444	ea.	<u>NO AWARD</u>
9m		5/8" DIA. x 1 1/2" HEX HEAD BOLT	3380G	SS 444	ea.	<u>NO AWARD</u>
9n		5/8" DIA. x 9 1/2" HEX HEAD BOLT	3497G	SS 444	ea.	<u>NO AWARD</u>
9o		5/8" DIA. x 10" POST BOLT	3500G	SS 444	ea.	<u>NO AWARD</u>
9p		5/8" DIA. x 18" POST BOLT	3580G	SS 444	ea.	<u>NO AWARD</u>
9q		1" WASHER	3900G	SS 444	ea.	<u>NO AWARD</u>
9r		1" HEX NUT	3910G	SS 444	ea.	<u>NO AWARD</u>
9s		6' 0 Post 6" x 8"	4063B	SS 444	ea.	<u>NO AWARD</u>
9t		14" BLOCK 6 x 8	4075B	SS 444	ea.	<u>NO AWARD</u>
9u		3'9 Post 5 1/2 x 7 1/2	6058B	SS 444	ea.	<u>NO AWARD</u>
9v		16d Nail SRT	5968G	SS 444	ea.	<u>NO AWARD</u>
9w		Strut Assembly	9852A	SS 444	ea.	<u>NO AWARD</u>
9x		SLOT GUARD	9960G	SS 444	ea.	<u>NO AWARD</u>
9y		3/8" x 3" x 4" PLATE WASHER	9961G	SS 444	ea.	<u>NO AWARD</u>
9z		SRT-350 Reflector (R or L)			ea.	<u>NO AWARD</u>

9aa		% off SRT items not listed above		SS 444	%	<u>NO AWARD</u>
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PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
		Slotted Rail Terminal End SRT-350 (continued)				
9bb		1" WASHER	3900G	SS 444	ea.	<u>NO AWARD</u>
9cc		1" HEX NUT	3910G	SS 444	ea.	<u>NO AWARD</u>
9dd		6' 0 Post 6" x 8"	4063B	SS 444	ea.	<u>NO AWARD</u>
9ee		14" BLOCK 6 x 8	4075B	SS 444	ea.	<u>NO AWARD</u>
9ff		3'9 Post 5 1/2 x 7 1/2	6058B	SS 444	ea.	<u>NO AWARD</u>
9gg		16d Nail SRT	5968G	SS 444	ea.	<u>NO AWARD</u>
9hh		Strut Assembly	9852A	SS 444	ea.	<u>NO AWARD</u>
9ii		SLOT GUARD	9960G	SS 444	ea.	<u>NO AWARD</u>
9jj		3/8" x 3" x 4" PLATE WASHER	9961G	SS 444	ea.	<u>NO AWARD</u>
9kk		SRT-350 Reflector (R or L)			ea.	<u>NO AWARD</u>
9ll		% off SRT items not listed above		SS 444	%	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
10		Flared Energy Absorbing Terminal End FLEAT - 350				
10a		Complete System (All Parts)		FLT-SP-37	ea.	<u>NO AWARD</u>
10b		FLEAT Impact Head	FS3000	FLT-SP-37	ea.	<u>NO AWARD</u>
10c		FLEAT Anchor Rail 12'-6"	SF1303	FLT-SP-37	ea.	<u>NO AWARD</u>
10d		W-Beam Guard Rail 12'-6"	G1203	FLT-SP-37	ea.	<u>NO AWARD</u>
10e		First Post Top 6X6X1/8" Tube	TPHP1A	FLT-SP-37	ea.	<u>NO AWARD</u>
10f		First Post Bottom 6' W6X15	TPHP1B	FLT-SP-37	ea.	<u>NO AWARD</u>
10g		Universal Hinge Post # 2 Upper	UHP-2A	FLT-SP-37	ea.	<u>NO AWARD</u>
10h		Hinge Post Lower	HP-B	FLT-SP-37	ea.	<u>NO AWARD</u>
10i		Steel Line Post (6' W6x9)	P621	FLT-SP-37	ea.	<u>NO AWARD</u>
10j		Bearing Plate	E750	FLT-SP-37	ea.	<u>NO AWARD</u>
10k		Cable Anchor Box	S760	FLT-SP-37	ea.	<u>NO AWARD</u>
10l		BCT Cable Anchor Assembly	E770	FLT-SP-37	ea.	<u>NO AWARD</u>
10m		Recycled Plastic Block or Equiv.	CBSP-14	FLT-SP-37	ea.	<u>NO AWARD</u>
10n		5/16 X 1 Hex Bolt GRD 5	B5160104A	FLT-SP-37	ea.	<u>NO AWARD</u>
10o		5/16 Washer	W0516	FLT-SP-37	ea.	<u>NO AWARD</u>
10p		5/16 Hex Nut	N0516	FLT-SP-37	ea.	<u>NO AWARD</u>
10q		5/8 Dia. X 1 1/4 Splice Bolt	B580122	FLT-SP-37	ea.	<u>NO AWARD</u>
10r		5/8 Dia. X 9 Hex Bolt GRD 5	B580904A	FLT-SP-37	ea.	<u>NO AWARD</u>
10s		5/8 x 10 H.G.R. Bolt	B581002	FLT-SP-37	ea.	<u>NO AWARD</u>
10t		5/8 Washer	W050	FLT-SP-37	ea.	<u>NO AWARD</u>
10u		5/8 H.G. R. Nut	N050	FLT-SP-37	ea.	<u>NO AWARD</u>
10v		5/8 Nut	N055	FLT-SP-37	ea.	<u>NO AWARD</u>
10w		3/4 X 8 1/2 Hex Bolt GRD A449	B340854A	FLT-SP-37	ea.	<u>NO AWARD</u>
10x		3/4 Hex Nut	N030	FLT-SP-37	ea.	<u>NO AWARD</u>
10y		1" Anchor Cable Hex Nut	N100	FLT-SP-37	ea.	<u>NO AWARD</u>
10z		1" Anchor Cable Washer	W100	FLT-SP-37	ea.	<u>NO AWARD</u>
10aa		1/2 RSI Shoulder Bolt W/Washer	SB12A	FLT-SP-37	ea.	<u>NO AWARD</u>
10bb		1/2 Structural Nut	N012A	FLT-SP-37	ea.	<u>NO AWARD</u>
10cc		1/2 Structural Washer	W012A	FLT-SP-37	ea.	<u>NO AWARD</u>
10dd		Bearing Plate Retainer Tie	CT-100ST	FLT-SP-37	ea.	<u>NO AWARD</u>
10ee		FLEAT-350 Reflector (R or L)			ea.	<u>NO AWARD</u>
10ff		% off FLEAT items not listed above		FLT-SP-37	%	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
11		Crash Cushion Attenuating Terminal CAT-350				
11a		Complete System (All Parts)		SS- 245	ea.	<u>NO AWARD</u>
11b		12/12'6/0 CAT (GUARDRAIL)	31G	SS- 245	ea.	<u>NO AWARD</u>
11c		10/12'6/5'10:6'8/SP CAT GUARDRAIL	130A	SS- 245	ea.	<u>NO AWARD</u>
11d		2" x 5 1/2" Pipe	705G	SS- 245	ea.	<u>NO AWARD</u>
11e		4'6" TUBE SLEEVE	740G	SS- 245	ea.	<u>NO AWARD</u>
11f		1/4 x 18 x 24 Soil Plate	782G	SS- 245	ea.	<u>NO AWARD</u>
11g		5/8" x 8" x 8" Bearing Plate	782G	SS- 245	ea.	<u>NO AWARD</u>
11h		10 /NOSE PLATE/ CAT/ ROLLED	983G	SS- 245	ea.	<u>NO AWARD</u>
11i		CABLE 3/4" x 8'0" DBL SWG	3012G	SS- 245	ea.	<u>NO AWARD</u>
11j		WD 3'6" POST#2, 3, 4, 5, 6 CAT	3074B	SS- 245	ea.	<u>NO AWARD</u>
11k		WD 3'6" POST #1 CAT	3075B	SS- 245	ea.	<u>NO AWARD</u>
11l		WD BLOCK 1'2" #1 CAT	3100B	SS- 245	ea.	<u>NO AWARD</u>
11m		3/8" FLAT WASHER	3255G	SS- 245	ea.	<u>NO AWARD</u>
11n		3/8" DIA X 2" LAG SCREW	3263G	SS- 245	ea.	<u>NO AWARD</u>
11o		3/8" DIA. X 24 1/2" RESTRAINT ROD	3275G	SS- 245	ea.	<u>NO AWARD</u>
11p		5/8" FLAT WASHER	3300G	SS- 245	ea.	<u>NO AWARD</u>
11q		3/16" x 1 3/4" x 3" Rect Washer	3320G	SS- 245	ea.	<u>NO AWARD</u>
11r		5/8" G.R. Nut	3340G	SS- 245	ea.	<u>NO AWARD</u>
11s		5/8" Dia. x 1 1/4" G.R. Bolt	3360G	SS- 245	ea.	<u>NO AWARD</u>
11t		5/8" Dia. x 1 1/2" Hex Bolt	3380G	SS- 245	ea.	<u>NO AWARD</u>
11u		5/8" Dia. x 1 3/4" Hex Bolt CAT	3395G	SS- 245	ea.	<u>NO AWARD</u>
11v		5/8" Dia. x 7 1/2" Hex Bolt	3478G	SS- 245	ea.	<u>NO AWARD</u>
11w		5/8" Dia. x 9 1/2" Hex Bolt	3497G	SS- 245	ea.	<u>NO AWARD</u>
11x		5/8" Dia. x 25" G.R. Bolt	3650G	SS- 245	ea.	<u>NO AWARD</u>
11y		1" Flat Washer	3900G	SS- 245	ea.	<u>NO AWARD</u>
11z		1" Hex Nut	3910G	SS- 245	ea.	<u>NO AWARD</u>
11aa		3/8" Hex Nut	4252G	SS- 245	ea.	<u>NO AWARD</u>
11bb		5/8" Dia. x 24" Hex Bolt	4640G	SS- 245	ea.	<u>NO AWARD</u>
11cc		Channel Strut x 6'-6"	9852A	SS- 245	ea.	<u>NO AWARD</u>
11dd		Spacer Channel CAT	9915A	SS- 245	ea.	<u>NO AWARD</u>
11ee		10/Bent Plate Sleeve	9916A	SS- 245	ea.	<u>NO AWARD</u>
11ff		6" Sleeve 6 x 8	9921G	SS- 245	ea.	<u>NO AWARD</u>
11gg		3/16" x 2" x 10" Plate Washer	19259G	SS- 245	ea.	<u>NO AWARD</u>
11hh		1/2 x 3 x 7 Post Plate	19261G	SS- 245	ea.	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
		Crash Cushion Attenuating Terminal CAT-350 (continued)				
11ii		1" x 2 1/2" Pipe Sleeve CAT	19271G	SS- 245	ea.	<u>NO AWARD</u>
11jj		12/12'6/6'3/S Guardrail	9G	SS 220	ea.	<u>NO AWARD</u>
11kk		12/12'6/6'3/9H-CA/S Guardrail	21G	SS 220	ea.	<u>NO AWARD</u>
11ll		W6 x 8.5 # x 6'-0" Post	545G	SS 220	ea.	<u>NO AWARD</u>

		CAT Transition to Shoulder Guardrail (CAT Tail)				
12						
12a		1/4 x 1 3/4 x 16 ANCH BKT	701A	SS 220	ea.	<u>NO AWARD</u>
12b		2 x 5 1/2 Pipe Sleeve	705G	SS 220	ea.	<u>NO AWARD</u>
12c		5/8 x 8 x 8 Bearing PLT	782G	SS 220	ea.	<u>NO AWARD</u>
12d		3/4 x 6'6/DBL SWG Cable	3000G	SS 220	ea.	<u>NO AWARD</u>
12e		5/8" RD Washer	3300G	SS 220	ea.	<u>NO AWARD</u>
12f		3/16 x 1 3/4 x 3 PLT WSHR	3320G	SS 220	ea.	<u>NO AWARD</u>
12g		5/8" H.G.R. Nut	3340G	SS 220	ea.	<u>NO AWARD</u>
12h		5/8" Dia. x 1 1/4" H.G. R. Splice Bolt	3360G	SS 220	ea.	<u>NO AWARD</u>
12i		5/8" Dia. x 1 1/2" HEX HD Bolt	3380G	SS 220	ea.	<u>NO AWARD</u>
12j		5/8" Dia. x 10" H.G. R. Post Bolt	3500G	SS 220	ea.	<u>NO AWARD</u>
12k		1" Washer	3900G	SS 220	ea.	<u>NO AWARD</u>
12l		1" Hex Nut	3910G	SS 220	ea.	<u>NO AWARD</u>
12m		WD Block 6" x 8" x 1-2" Routed	4076B	SS 220	ea.	<u>NO AWARD</u>
12n		CAT Reflector (R, M or L)			ea.	<u>NO AWARD</u>

12o		% off CAT 350 & Tail items not listed above		FLT-SP-37	%	<u>NO AWARD</u>
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PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
13		MAX-Tension Median - Test Level 3 Barrier Systems by Lindsay				
13a		Complete System (All Parts)	BSI-1801139-KT	MM3SIS8C8	ea.	<u>NO AWARD</u>
13b		Line Post, X-Lite, Galv.	BSI-1012078-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13c		Post, I-BEAM, W 6 x 9, 6ft Galvanized	BSI-1610063-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13d		Post 2, Crimped and Notched	BSI-1705026-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13e		Ground Strut, Galvanized	BSI-1610061-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13f		Soil Anchor, Galvanized	BSI-1610060-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13g		W-Beam Guardrail, 4 -Space, (RWM04a), 12 Gauge	B090534	MM3SIS8C8	ea.	<u>NO AWARD</u>
13h		Impact Head, Chase Threads, Median	BSI-1711005-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13i		TSS Panel, Galvanized	BSI-1610064-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13j		ISS Panel, Galvanized	BSI-1610065-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13k		RSS Plate, Galvanized	BSI-1610067-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13l		Cable Friction Plate, HeadUnit	B061058	MM3SIS8C8	ea.	<u>NO AWARD</u>
13m		26'-6" Cable Assembly, Max-Tension Median	BSI-1703105-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13n		Cable Assembly MAX Tension	BSI-1610069-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13o		Delineator Bracket, Median Impact Head	BSI-1706010-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13p		W-Beam Composite, Blockout 8 in XT110	B090534	MM3SIS8C8	ea.	<u>NO AWARD</u>
13q		Tooth, Geomet	BSI-1610066-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13r		Rec. Washer, STD	4002051	MM3SIS8C8	ea.	<u>NO AWARD</u>
13s		Washer, Square, X-Lite	BSI-1102027-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13t		Bolt CH 5/8-11 x 7, 2 in Threas Gr5 Geomet	BSI-2001886	MM3SIS8C8	ea.	<u>NO AWARD</u>
13u		Bolt HH 3/4-10 x 3, Fully Threaded, GR5, Geomet	BSI-2001885	MM3SIS8C8	ea.	<u>NO AWARD</u>
13v		Guardrail Nut Recessed 5/8-11, Gr2 Mgal	4001116	MM3SIS8C8	ea.	<u>NO AWARD</u>
13w		Washer 5/8 F436 Struct MGAL	2001636	MM3SIS8C8	ea.	<u>NO AWARD</u>
13x		Bolt CH 5/8-11 x 2 Fully Threaded, Gr5 Geomet	BSI-2001888	MM3SIS8C8	ea.	<u>NO AWARD</u>
13y		Screw SD, HH 1/4-20 x 3/4, 410 SS	BSI-2001887	MM3SIS8C8	ea.	<u>NO AWARD</u>
13z		Panel Hanger, Galvanized	BSI-1707029-00	MM3SIS8C8	ea.	<u>NO AWARD</u>
13aa		5/8 Cable Clamp, Galv.	BSI-4004455	MM3SIS8C8	ea.	<u>NO AWARD</u>
13bb		Max Tension Median TL3 Guardrail Splice HW Kit	BSI-1801140-KT	MM3SIS8C8	ea.	<u>NO AWARD</u>
13cc		Guard Rail Bolt 5/8-11 x 1 1/4, Gr2 Mgal	4001115	MM3SIS8C8	ea.	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
13		MAX-Tension Median - Test Level 3 Barrier Systems by Lindsay (CONT.)				
13dd		Max Tension Median TL3 Guardrail Post HW Kit	BSI-1801141-KT	MM3SIS8C8	ea.	<u>NO AWARD</u>
13ee		Guardrail Bolt 5/8-11 x 10 Gr2 Mgal	2001840	MM3SIS8C8	ea.	<u>NO AWARD</u>
13gg		MAX-Tension Median Reflector (R, C or L)			ea.	<u>NO AWARD</u>
13ff		% off MAX- Tension items not listed above		BSI-1610070-US	%	<u>NO AWARD</u>
14		QuadGuard Family				
14a		LMC Fender Panel Assembly-Quad Beam 24"/30"/36"	35400400000		ea.	<u>\$720.47</u>
14b		Cartridge - Assembly Type I	35400100000		ea.	<u>\$745.00</u>
14c		Cartridge - Assembly Type II	35400200000		ea.	<u>\$783.00</u>
14d		24"/30"/36"	27602920000		ea.	<u>\$45.43</u>
14e		Diaphragm Assembly 3"-9"	35403401153		ea.	<u>\$1,700.70</u>
14f		Diaphragm Assembly 3"-0"	35403400913		ea.	<u>\$1,549.73</u>
14g		Hinge Plate - Fender Panel 60"/90"	27604350000		ea.	<u>\$83.83</u>
14h		36"/69"/90"	27600910000		ea.	<u>NO AWARD</u>
14i		Monorail Guide	27600910000		ea.	<u>\$103.88</u>
14j		Mushroom Washer	27088410000		ea.	<u>\$43.68</u>
14k		Mushroom Washer Assembly	2708841A000		ea.	<u>\$74.34</u>
14l		Yellow Nose Assembly 24"/30"/36"	35400500100		ea.	<u>\$685.00</u>
14m		Yellow Nose Assembly 69"/90"	35401310100		ea.	<u>\$685.00</u>
14n		QuadGuard Reflector (R, M or L)			ea.	<u>NO AWARD</u>
14o		% off Quadguard items not listed above			%	<u>2%</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
15		Universal TAU - II Crash Cushion				
15a		Complete System (All Parts)		B050606	ea.	<u>NO AWARD</u>
15b		Flush Mount Backstop	B040216/040214	B050606	ea.	<u>NO AWARD</u>
15c		Wide Flange Backstop	B030668	B050606	ea.	<u>NO AWARD</u>
15d		Compact Backstop	B040430	B050606	ea.	<u>NO AWARD</u>
15e		Compact Backstop with Asphalt Support		B050606	ea.	<u>NO AWARD</u>
15f		PCB Backstop	B040425	B050606	ea.	<u>NO AWARD</u>
15g		Support		B050606	ea.	<u>NO AWARD</u>
15h		Nose Piece - Wide (Rivet Kit)	K001034	B050606	ea.	<u>NO AWARD</u>
15i		Nose Piece - Parallel	B030516	B050606	ea.	<u>NO AWARD</u>
15j		Nose Piece - Parallel (Hardware Kit)	K001013	B050606	ea.	<u>NO AWARD</u>
15k		Energy Absorbing Cartridge Type A	B010802	B050606	ea.	<u>NO AWARD</u>
15l		Energy Absorbing Cartridge Type B	B010722	B050606	ea.	<u>NO AWARD</u>
15m		Wide Cable		B050606	ea.	<u>NO AWARD</u>
15n		Parallel Cable		B050606	ea.	<u>NO AWARD</u>
15o		Front Cable Anchor - Reverse	B040412	B050606	ea.	<u>NO AWARD</u>
15p		Front Cable Anchor - Universal Cable	B030935	B050606	ea.	<u>NO AWARD</u>
15q		Front Cable Anchor - Compact Cable	B010248	B050606	ea.	<u>NO AWARD</u>
15r		Rear Cable Anchor - Independent	B030938	B050606	ea.	<u>NO AWARD</u>
15s		Rear Cable Anchor - Backstop Mount	B031020	B050606	ea.	<u>NO AWARD</u>
15t		Front Cable Anchor - Asphalt Anchor	B020425	B050606	ea.	<u>NO AWARD</u>
15u		Cable Key Front	B040501	B050606	ea.	<u>NO AWARD</u>
15v		Cable Key	B030942	B050606	ea.	<u>NO AWARD</u>
15w		Sliding Panel	B010202	B050606	ea.	<u>NO AWARD</u>
15aa		End Panel	B010659	B050606	ea.	<u>NO AWARD</u>
15bb		Angled End Panel	B040203	B050606	ea.	<u>NO AWARD</u>
15cc		XL Bulkhead	B030521	B050606	ea.	<u>NO AWARD</u>
15dd		XXL Bulkhead	B030528	B050606	ea.	<u>NO AWARD</u>
15ee		XXXL Bulkhead	B030529	B050606	ea.	<u>NO AWARD</u>
15ff		Middle Support	B030703	B050606	ea.	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
		Universal TAU - II Crash Cushion (continued)				
15gg		Front Support	B030704	B050606	ea.	<u>NO AWARD</u>
15hh		Leg Kit	K001005	B050606	ea.	<u>NO AWARD</u>
15ii		Wing Assembly	B030509	B050606	ea.	<u>NO AWARD</u>
15jj		Transition Wing Assy.	B030910	B050606	ea.	<u>NO AWARD</u>
15kk		36" Adapter Assy	B031201	B050606	ea.	<u>NO AWARD</u>
15ll		Leg	B030425	B050606	ea.	<u>NO AWARD</u>
15mm		Bumper Assembly	B031035	B050606	ea.	<u>NO AWARD</u>
15nn		Pipe Panel Mount	B010651	B050606	ea.	<u>NO AWARD</u>
15oo		Pipe Panel Mount Hardware Kit	K001017	B050606	ea.	<u>NO AWARD</u>
15pp		Backstop Blockout - Wide	B030713	B050606	ea.	<u>NO AWARD</u>
15qq		Front Collision Plate -Wide	B030801	B050606	ea.	<u>NO AWARD</u>
15rr		Wing Brace - Wide	B030821	B050606	ea.	<u>NO AWARD</u>
15ss		Spacer - Wing Brace - Wide	B030823	B050606	ea.	<u>NO AWARD</u>
15tt		Level Spacer	B030551	B050606	ea.	<u>NO AWARD</u>
15uu		EAC locator Kit	K001028	B050606	ea.	<u>NO AWARD</u>
15vv		Slider Assembly Kit	K001003	B050606	ea.	<u>NO AWARD</u>
15ww		Leg Adapter - Wide	A040223	B050606	ea.	<u>NO AWARD</u>
15xx		Backing Plate - Wide	B030543	B050606	ea.	<u>NO AWARD</u>
15yy		Wide)	B031011	B050606	ea.	<u>NO AWARD</u>
15zz		Lateral Support Cable Assembly Kit	K001031	B050606	ea.	<u>NO AWARD</u>
15aaa		Bulkhead Mount Lateral Support - Wide	B031010	B050606	ea.	<u>NO AWARD</u>
15bbb		Cable Guide Mounting Plate - Wide	B030411	B050606	ea.	<u>NO AWARD</u>
15ccc		Cable Guide Assembly Kit	K001004	B050606	ea.	<u>NO AWARD</u>
15ddd		TAU - II Reflector (R or L)			ea.	<u>NO AWARD</u>
15eee		% off TAU - II items not listed above		FLT-SP-37	%	<u>NO AWARD</u>

PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
16		Trinity Attenuating Crash Cushion TRACC				
16a		TRACC UNIT (Fully Assembled)	25980A	SS 1003	ea.	<u>\$15,033.20</u>
16b		5/8" Lockwasher	3310G	SS 1003	ea.	<u>\$0.85</u>
16c		5/8" x 6" Wedge Exp Anchor	4451G	SS 1003	ea.	<u>\$10.95</u>
16d		Reflective Tape	6825B	SS 1003	ea.	<u>\$136.15</u>
16e		Plastic Nosepiece	6532B	SS 1003	ea.	<u>\$253.95</u>
16f		5/8" x 7 1/16" Anchor Stud	5204G	SS 1003	ea.	<u>\$19.00</u>
16g		5/8" Lockwasher	3310G	SS 1003	ea.	<u>\$0.85</u>
16h		5/8" Hex Nut	3361G	SS 1003	ea.	<u>\$3.04</u>
16i		5/8" Flat Washer	3300G	SS 1003	ea.	<u>\$2.67</u>
16j		Adhesive HIT HY 150 Cartridge	5206B	SS 1003	ea.	<u>\$39.20</u>
16k		TRACC Reflector (R, M or L)			ea.	<u>NO AWARD</u>

16l		% off TRACC items not listed above		FLT-SP-37	%	<u>2%</u>
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17		Reusable Energy Absorbing Crash Cushion REACT-350				
17a		REACT UNIT (Fully Assembled)		6 Cyl TL-3 REACT	ea.	<u>\$40,101.60</u>
17b		Cylinder	1	6 Cyl TL-3 REACT	ea.	<u>\$2,853.56</u>
17c		Base Track	2	6 Cyl TL-3 REACT	ea.	<u>\$20,600.00</u>
17d		Back up	3	6 Cyl TL-3 REACT	ea.	<u>\$18,500.00</u>
17e		Cable	4	6 Cyl TL-3 REACT	ea.	<u>\$1,435.00</u>
17f		Stabilizer Chain	5	6 Cyl TL-3 REACT	ea.	<u>\$34.07</u>
17g		Reflective Nose Cover	6	6 Cyl TL-3 REACT	ea.	<u>\$367.17</u>
17h		REACT Reflector (R, M or L)			ea.	<u>NO AWARD</u>

17i		% off TRACC items not listed above		6 Cyl TL-3 REACT	%	<u>2%</u>
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PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Manufacturer Part No.	Drawing No.	Unit of Measure	Unit Price
18		Smart Cushion Innovations Crash Cushion SCI-100GM				
18a		Complete System (All Parts)		Appendix D	ea.	<u>NO AWARD</u>
18b		Front Sled	1	Appendix D	ea.	<u>NO AWARD</u>
18c		Cable Assembly	2	Appendix D	ea.	<u>NO AWARD</u>
18d		Sled Panel	5	Appendix D	ea.	<u>NO AWARD</u>
18e		Terminal Brace	7	Appendix D	ea.	<u>NO AWARD</u>
18f		Anchor Bolt	9	Appendix D	ea.	<u>NO AWARD</u>
18g		Side Panels	12	Appendix D	ea.	<u>NO AWARD</u>
18h		Mobile Sheave Asbly	14	Appendix D	ea.	<u>NO AWARD</u>
18i		Cable Adjuster Bolt	17	Appendix D	ea.	<u>NO AWARD</u>
18j		Mobile Frames 1-6	18-23	Appendix D	ea.	<u>NO AWARD</u>
18k		Cylinder	26	Appendix D	ea.	<u>NO AWARD</u>
18l		Rear Panel	27	Appendix D	ea.	<u>NO AWARD</u>
18m		Sled Side Keeper	8	Appendix D	ea.	<u>NO AWARD</u>
18n		Center Side Keeper	6	Appendix D	ea.	<u>NO AWARD</u>
18o		Rear Side Keeper	29	Appendix D	ea.	<u>NO AWARD</u>
18p		6" Rein.Test Level III Foundation Complete Installed		Appendix E2	ea.	<u>NO AWARD</u>
18q		Gore Assembly Complete to Brace #5	275288	Appendix F	ea.	<u>NO AWARD</u>
18r		Transition Thrie 10 Degree Flare Right	275304	Appendix F	ea.	<u>NO AWARD</u>
18s		Transition Thrie 10 Degree Flare Left	275306	Appendix F	ea.	<u>NO AWARD</u>
18t		Transition Concrete Spanner Brace	275291	Appendix F	ea.	<u>NO AWARD</u>
18u		Transition Concrete #1 Spanner Brace	275290	Appendix F	ea.	<u>NO AWARD</u>
18v		Transition Gore Tapered #1 Spanner Brace	275292	Appendix F	ea.	<u>NO AWARD</u>
18w		Transition Gore Tapered #2 Spanner Brace	275293	Appendix F	ea.	<u>NO AWARD</u>
18x		Thrie Beam Concrete Leg Brace	270765	Appendix F	ea.	<u>NO AWARD</u>
18y		Thrie Beam Blockout AASHTO PWB02	265244	Appendix F	ea.	<u>NO AWARD</u>
18z		3/4" Hex Bolt - 10 NC x 2	2	Appendix G2	ea.	<u>NO AWARD</u>
18aa		Heavy Hex Nut 3/4" - 10 NC	3	Appendix G2	ea.	<u>NO AWARD</u>
18bb		Lockwasher 3/4"	4	Appendix G2	ea.	<u>NO AWARD</u>
18cc		Flat Washer 3/4"	5	Appendix G2	ea.	<u>NO AWARD</u>
18dd		Drop0-In Anchor 3/4" - 10NC x 3"	6	Appendix G2	ea.	<u>NO AWARD</u>
18ee		Transition Jersey Barrier Right	275297	Appendix G2	ea.	<u>NO AWARD</u>
18ff		Transition Jersey Barrier Left	275294	Appendix G2	ea.	<u>NO AWARD</u>
18gg		SCI-100GM Reflector (R, M or L)			ea.	<u>NO AWARD</u>
18hh		% off SCI-100GM items not listed above		Appendix F	%	<u>NO AWARD</u>



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.