

INVITATION TO BID
SP-11 Rev. 10/07
(Prev. Rev. 05/07)

Susan Thomas
Contract Specialist

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



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

http://www.das.state.ct.us/Purchase/New_PurchHome/busopp.asp
DAS CT State Web Site

Invitation to Bid

SPECIFICATIONS & BID DOCUMENTS ATTACHED

Bid Number: **10PSX0159** Bid Opening Date & Time: **25 August 2010 at 2:00 PM Eastern Time**

Bid Description: **Road Salt for Snow and Ice Control**

Special Instructions: No Special Instructions

Bring hand-delivered bids to:

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

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

Vendors cannot enter state buildings without a valid photo ID.

This contract replaces the following contract award(s) in part or in total: **08PSX0189 and 09PSX0249**

SEALED BID NO.: 10PSX0159

**NOT TO BE OPENED UNTIL: 25 August 2010
2:00 PM Eastern Time**

Return Bid To:

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

BID

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

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

Bids cannot be accepted
after specified Bid Opening Time.

Allow sufficient time if mailing your bid.

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

STATE OF CONNECTICUT

BIDDER'S CHECKLIST

Bid Number: 10PSX0159
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READ CAREFULLY

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

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

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

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

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STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

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

BID NO.
10PSX0159

Read & Complete
Carefully

Page 1 of 3

BID NO: 10PSX0159	BID DUE DATE: 25 August 2010	BID DUE TIME: 2:00 PM Eastern Time	BID SURETY: See Bid – Performance Bond	DATE ISSUED: 6 August 2010
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DESCRIPTION: **Road Salt for Snow and Ice Control**

FOR: **Department of Transportation, All Using State Agencies, and
Political Subdivisions**

TERM OF CONTRACT

**Date of Award through June 30, 2011 (with option for
extension)**

Agency Requisition Number(s): **0000042498**

INVITATION FOR BIDS: Pursuant to the provisions of Section 4a-57 of the Connecticut General Statutes as amended, Procurement Services is soliciting bids for the State of Connecticut, at the address above for the furnishing of the subject commodities and/or services to state agencies.

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

Section 1 of 4 - **BIDDER INFORMATION**

COMPLETE BIDDER LEGAL BUSINESS NAME: PRINCIPAL PLACE OF BUSINESS:	Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN WRITE/TYPE SSN/FEIN NUMBER ABOVE
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE) PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)	
BUSINESS ENTITY: <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP (ATTACH NAMES AND TITLES OF ALL PARTNERS) <input type="checkbox"/> CORPORATION <input type="checkbox"/> GOVERNMENT TYPE OF CORPORATION: - STATE ORGANIZED IN:	
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.	
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)	
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
AFFIRMATION OF BIDDER: The above named bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-26, the accompanying invitation to bid, Form SP-19, entitled Standard Bid Terms and Conditions and Contract #10PSX0159. Further, if the above named bidder is awarded a contract for the goods and/or services called for in the invitation to bid, the bidder's signature on this Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the invitation to bid, Form SP-19 and Contract #10PSX0159 as if the bidder had actually executed Form SP-19 and Contract #10PSX0159 itself.	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER ←SIGN HERE	DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON

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

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STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

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

BID NO.
10PSX0159

Read & Complete
Carefully

Page 2 of 3

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

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

Notice: Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 10PSX0159, provide the Bidder Contact Information below.

BIDDER CONTACT INFORMATION: NAME (TYPE OR PRINT)

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Bidder Contact & Address information on back of this form, if needed.				
1 ST BUSINESS PHONE:	Ext. #	HOME PHONE:		
2 ND BUSINESS PHONE:	Ext. #	1 ST PAGER:		
CELLULAR:			2 ND PAGER:	
1 ST FAX NUMBER:			TOLL FREE PHONE:	
2 ND FAX NUMBER:			TELEX:	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH CERTIFICATE COPY TO BID) <input type="checkbox"/> NO				
IS YOUR BUSINESS A MICROBUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IF YOU ARE A STATE EMPLOYEE , INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.				
PURCHASE ORDER DISTRIBUTION: (E-MAIL ADDRESS)				

NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

BID
SP-26 Rev. 5/10
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Page 3 of 3

Section 2 of 4 - **RESIDENT BIDDERS**

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

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

YES NO

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

YES NO

If Yes, List Connecticut Business Address:

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

YES NO

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

Has the bidder, any company official, or any subcontractor to the bidder, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

YES NO

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

YES NO

If the above signed bidder, any company official or any subcontractor to the bidder *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____

Section 4 of 4 - **OTHER INFORMATION**

Refer to "Guidance for Vendor Authorizations" at:

http://www.das.state.ct.us/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf

Refer to "Guide to the Code of Ethics for Current or Potential State Contractors" at:

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
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Standard Bid Terms and Conditions - Page 1 of 3

The following Terms and Conditions govern the Invitation To Bid issued by the Department of Administrative Services (DAS). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.

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

Submission of Bids

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

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

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

9. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-19, the accompanying Invitation To Bid, Form SP-26, and Contract #10PSX0159. Further, if the bidder is awarded a contract for the goods and/or services called for in the Invitation To Bid, the bidder's signature on Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the Invitation To Bid, this Form SP-19 and Contract #10PSX0159 as if the bidder had actually executed Form SP-19 and Contract #10PSX0159 itself.

Guaranty or Surety

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

Samples

11. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.
12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which DAS shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award

13. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.
14. DAS may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

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

BID NO.:
10PSX0159

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Standard Bid Terms and Conditions - Page 2 of 3

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

16. Bidders have ten days after notice of award of the contract to reject the award; after ten days the contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, DAS will award the contract to the next lowest responsible qualified bidder.

Other Requirements

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

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

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

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

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

18. Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

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

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

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

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is **13 July 2010**.

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 06/08
Prev. Rev. 08/07

STATE OF CONNECTICUT
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Standard Bid Terms and Conditions - Page 3 of 3

not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

20. With regard to a State contract as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C, SEEC Form 11.

21. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

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

Bid Number:
10PSX0159

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

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

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

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

INVITATION TO BID

Road Salt for Snow and Ice Control

Contract Specialist: **Susan Thomas**

Date Issued: **6 August 2010**

Due Date: **25 August 2010**

Department of Administrative Services



State of Connecticut
Department of Administrative Services
Announcement of Invitation to Bid to provide
Road Salt for Snow and Ice Control
Date 6 August 2010
Bid No. 10PSX0159

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

The Department of Administrative Services welcomes the opportunity to work with our customers and suppliers to provide Road Salt for Snow and Ice Control to the State of Connecticut as outlined throughout this Bid document.

We invite you to be part of this effort.

TABLE OF CONTENTS

OVERVIEW	4
SCOPE	5
BID / CONTRACT REQUIREMENTS	6
INDEX OF ABBREVIATIONS/DEFINITIONS AND OTHER RELATED COMMENTS	8

Invitation to Bid

Road Salt for Snow and Ice Control

Overview

This invitation to bid is for a contract to supply (sodium chloride -bulk product) road salt to the State of Connecticut Department of Transportation (ConnDOT) and those participating municipalities (the "Municipalities") within each Stores Area that have committed to requirements.

Bidders and contractors as so listed on the statewide contract, once awarded, for identified, listed Stores Area are NOT required to offer the extension of the contract to **non-participating** municipalities. (See and Refer to Form SP-13).

The State would appreciate the bidders to offer the same contractual terms and conditions to the non-participating political sub-divisions and not-for-profits organizations. However, the bidder may amend the contract terms and conditions that apply to the non-participating political sub-divisions/not-for-profit organizations. Bidder must complete, in detail, the qualification section of Form SP-13 supplement if the contract terms are amended by the bidder for any and all non-participants.

The Departments of Administrative Services (DAS) and Transportation (ConnDOT) will function as the lead jurisdictions under the contract. However, each municipality, by committing their requirements, will receive proportionate shares of the contractual benefits.

The offer to participate in the contract will be extended to other State of Connecticut state agencies (no known commitments).

Bid Questions: Any and all bid questions must be submitted, in writing, and mailed and/or emailed/faxed (860/622-2939) directly to the Contract Specialist, Susan M. Thomas, listed on this invitation to bid and must be dated absolutely no later than Monday, **August 16, 2010**. Any questions received and dated after this date will not be considered for response. Questions will be answered and posted via addenda on the State of Connecticut, DAS website prior to bid due date. Bidders must download, print and sign any addenda and should return with bid submittal. Verbal responses will be considered non binding. If there are no questions, need for clarifications, correction notices, etc. – no addenda will be posted.

Bidder stockpiles listed in their bid submittal will be initially sampled for product conformance to bid specifications for **purity, moisture and gradation** PRIOR TO AWARD. Bidders must identify and list any and all salt distributors/depots they plan on utilizing if awarded a contract. Listed and/or identified salt distributors/depots must be operational, with material in place, at the time of the bid due/opening date. Bidders not meeting this requirement will not be considered for an award of contract. ConnDOT may, at its discretion, disapprove any salt distributor/depot listed in any bid submittal and/or deny an award to any bidder whose product quality does not meet exact specifications in accordance with Reference File No. 139T, revised 06/29/10.

Bidders must be authorized distributors/suppliers, and must conform to all bid/contractual requirements of bulk road salt, at the time of bid due date and remain so for the term of the contract; if so awarded a contract.

IMPORTANT NOTE: Routine random sampling and testing for each contractor will occur at a MINIMUM frequency rate as follows: At least three (3) moisture content samples will be obtained every ten (10) calendar days from delivered locations at State and participating Municipality stockpiles randomly selected by the ConnDOT Division of Materials Testing OR at the contractor's stockpiles under this Contract. Testing results will remain in effect until the next subsequent test has been completed. Routine testing for purity and gradation may also be obtained by the ConnDOT without prior notification to the contractor. The contractor will be responsible for providing ConnDOT's Division of Materials Testing with a complete daily delivery schedule, from date initial deliveries commence until written notification to cease from ConnDOT's Division of Purchasing and Materials Management. Delivery schedules must be sent to DOT.MatTesting@ct.gov.

Scope

ConnDOT's estimated initial and guaranteed purchase quantity for the 2010/2011 winter season and term of the contract is **124,437 tons**. State of Connecticut's participating municipalities estimated initial and *guaranteed purchase quantity (*50% - **45,510 tons**) for the 2010/2011 winter season and term of the contract is **91,020 tons**.

Bidders must quote the net unit price (per ton) for the following categories:

DELIVERED PRICES:

Bidders must quote the net unit price, per ton, as designated on the price schedule - (EXHIBIT B). Prices will be net; including all transportation charges fully prepaid – F.O.B. destination to any location within a designated Stores Area. Prices and/or bid submittals quoted other than F.O.B. designated Stores Area are subject to rejection. It is the intent of the ConnDOT to have all requested salt delivered by the awarded contractor(s).

PICK UP PRICES:

Net unit price, per ton, for bulk salt picked up from the source of supply.

Bidders are to **complete and return with their bid submittal** (along with all other required documents) the following important forms and information:

- . Applicable Bid Affidavits – OPM Ethics Forms 5 & 6 (if non-applicable, mark as such – complete and return), otherwise bidder may not be considered for award of contract

Also, all bidders should make sure subcontractors (haulers/truckers) they utilize also fill out OPM Ethics Form 6 and these completed affidavits are also to be included with bid submittal, otherwise bidder may not be considered for award of contract

- . Valid and up-to-date Corporate Resolution or Vendor Authorization and Signature Authority, otherwise bidder may not be considered for award of contract
- . Applicable Nondiscrimination Form(s) – A, B and C (bidder to choose appropriate form(s) to utilize), otherwise may not be considered for award of contract
- . Important information required pertaining to (See Bidder Information Sheet(s) and regarding U.S. DOT ID #'s of individual trucking companies bidders plan to utilize to deliver and haul bulk salt against this contract once awarded, including, but not limited to, any and all subcontractors (haulers/truckers). Bidders must ensure any and all trucking companies/haulers they utilize to deliver product (including any of their owned trucks utilized for this contract) have a favorable motor carrier safety fitness rating, otherwise bidder may not be considered for award of contract
- . Completed Bidder Information Sheet(s) – With a complete and detailed shipping plan for resupply and also written certification from the producer guaranteeing that the bidder has access to the product for the term of the contract, otherwise bidder may not be considered for award of contract

Bid / Contract Requirements

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

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

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

II. Quantities and/or Usages

See and Refer to Exhibit A – ConnDOT and Municipal Contractual Guarantees. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

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

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

Bid / Contract Requirements (Continued)

IV. **P-Card (Purchasing Credit Card)**

The State of Connecticut uses a MasterCard purchasing card for order placement and payment in many instances. Bidders who accept credit cards should anticipate that some or all orders issued as a result of this bid may be paid by using the purchasing card. The Bidder shall be aware that they are responsible for the credit card user-handling fee associated with credit card purchases. Bidders should only charge to the State's MasterCard when the goods are delivered (physical receipt of goods, at store), or are shipped.

Questions regarding the State of Connecticut Mastercard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

V. **Contract Award**

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

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

VI. **Bonds**

- A. 100% Performance Bond – (See and Refer to Exhibit A)

NOTE: DO NOT RETURN PERFORMANCE BOND WITH BID SUBMITTAL. NOTIFICATION WILL BE PROVIDED AFTER AWARD OF CONTRACT AND PRIOR TO PURCHASE ORDER ISSUANCE

VII. **Micro Business Preference**

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

Index of Abbreviations/Definitions and Other Related Comments

ITB	Invitation to Bid
DAS	State of Connecticut - Department of Administrative Services
ConnDOT	State of Connecticut – Department of Transportation
DMV	State of Connecticut – Department of Motor Vehicles
OPM	State of Connecticut - Office of Policy and Management
MSDS	Material Safety Data Sheet(s)
FOIA	Freedom of Information Act

CONTRACT

10PSX0159

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

FOR THE PURCHASE AND SALE OF
ROAD SALT FOR SNOW AND ICE CONTROL

Contract Table of Contents

1. Definitions
 2. Term of Contract; Contract Extension
 3. Description of Goods and Services
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments
 5. Rejected Items; Abandonment
 6. Order and Delivery
 7. Contract Amendments
 8. Assignment
 9. Termination, Cancellation and Expiration
 10. Cost Modifications
 11. Breach
 12. Waiver
 13. Open Market Purchases
 14. Purchase Orders
 15. Indemnification
 16. Forum and Choice of Law
 17. Contractor Guaranties
 18. Implied Warranties
 19. Goods, Standards and Appurtenances
 20. Delivery
 21. Goods Inspection
 22. Setoff
 23. Force Majeure
 24. Advertising
 25. Americans With Disabilities Act
 26. Representations and Warranties
 27. Representations and Warranties Concerning Motor Vehicles
 28. Disclosure of Contractor Parties Litigation
 29. Entirety of Contract
 30. Exhibits
 31. Executive Orders
 32. Non-Discrimination
 33. Tangible Personal Property
 34. Whistleblowing
 35. Notice
 36. Insurance
 37. Headings
 38. Number and Gender
 39. Parties
 40. Contractor Changes
 41. Further Assurances
 42. Audit and Inspection of Records
 43. Background Checks
 44. Continued Performance
 45. Working and Labor Synergies
 46. Contractor Responsibility
 47. Severability
 48. Confidential Information
 49. Interpretation
 50. Cross-Default
 51. Disclosure of Records
 52. Summary of State Ethics Laws
 53. Sovereign Immunity
 54. Time of the Essence
 55. Reserved
 56. Campaign Contribution and Solicitation Ban
 57. Health Insurance Portability and Accountability Act
 58. Encryption of Data
- EXHIBIT A** - Description of Goods and Services
EXHIBIT B - Price Schedule
EXHIBIT C - SEEC Form 11

Contract # 10PSX0159

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

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

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

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

Contract # **10PSX0159**

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

- (k) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.
 - (l) Bid: A Bidder's submittal in response to a Invitation to Bid.
 - (m) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from Date of Award through June 30, 2011 (with option for extension). The parties may extend this Contract, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
 3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged (subject to absolutely no price increase(s) following the effective date of the Contract through June 30, 2011).

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:
 - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns,

jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract, including extensions, shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination, Cancellation and Expiration.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- (d) Upon receipt of a written notice of Termination or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) To the extent that the Client Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Client Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A. In addition, the Client Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Client Agency or DAS and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Client Agency, or any replacement contractor which the Client Agency or DAS designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Client Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as the Client Agency or DAS may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective

Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

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

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

14. Purchase Orders.

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

- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a “hard copy” of the purchase order or a copy bearing any hand-written signature or other “original” marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a Certificate of Insurance to DAS, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the Certificate of Insurance to DAS and the Client Agency. Upon request of the Client Agency, the Contractor shall provide a Certificate of Insurance to the Client Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States

District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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

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

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

20. Delivery.

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

- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court

Contract # 10PSX0159

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

- or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
 - (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
 - (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
 - (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
 - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;

Contract # 10PSX0159

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

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

(cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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

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

28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

Contract # **10PSX0159**

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

29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
 - (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

Contract # 10PSX0159

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

- (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
 - (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - (1) Who are active in the daily affairs of the enterprise,
 - (2) who have the power to direct the management and policies of the enterprise and
 - (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
 - (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
 - (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
 - (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the

United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

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

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is

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

(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).

Contract # **10PSX0159**

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

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

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

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

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

contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

If to DAS:

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

36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor’s insurers shall have no right of recovery or subrogation against the State and the described Contractor’s insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State. With respect to the operations performed by the Contractor under the terms of the Contract and also those performed for the Contractor by its subcontractors, the Contractor will be required to obtain at its own cost and for the duration of the Contract, and any supplements thereto, and with the State being named as an additional insured party with regard to the Commercial General Liability and Automobile Liability insurance required in paragraphs (b), (c) and (f), the minimum liability insurance coverage set forth in paragraphs (b), (c) and (f) at no direct cost to the State.

(a) Reserved

- (b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. Commercial general liability insurance, including contractual liability insurance, providing a combined single limit of one million dollars (\$1,000,000.00) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising 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 TWO MILLION DOLLARS (\$2,000,000.00) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include premises and operations, independent contractors, products and completed operations, contractual liability and broad form property damage.

- (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. The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by automobile liability insurance providing a total of one million dollars (\$1,000,000.00) combined single limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least TWO MILLION DOLLARS (\$2,000,000.00). Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in execution of the Contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the Contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require FIVE MILLION DOLLARS (\$5,000,000.00) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

- (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. With respect to all operations the Contractor performs and all those performed for the contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry workers compensation insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U.S. Longshoremen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.
 - (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. In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items (b), (c) and (f) (if required) the State of Connecticut must be named as an additional insured.
 - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
 - (h) Reserved
37. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
38. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
39. **Parties.** To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."

Contract # 10PSX0159

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

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

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

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

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

42. **Audit and Inspection of Records.** The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

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

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

45. **Working and Labor Synergies.** The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor

disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

46. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

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

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

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and

regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

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

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

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

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

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

55. Reserved

56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

57. Health Care Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
- (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor or Contractor Parties is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
 - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
 - (2) “Business Associate” shall mean the or Contractor or Contractor Parties.
 - (3) “Covered Entity” shall mean the Client Agency.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of

the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to

meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

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

(i) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions.
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

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

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data

aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

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

(3) Effect of Termination.

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

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

(m) Miscellaneous Provisions.

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

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply

with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Encryption of Data.

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

10PSX0159 - CONNDOT SALT PILE LISTING BY STORES LOCATION (2010/2011)			
STORE NO.	PILE NO.	# of W/Piles	LOCATION
STORES #DOT31 - DARIEN - I-95 Southbound, Rear of Rest Area - 203-655-1467			
DOT31	035		DARIEN, I-95 CONN. TURNPIKE
DOT31	051		FAIRFIELD, ROUTE 59 & 15
DOT31	057		GREENWICH, ROUTE 15
DOT31	090		NEW CANAAN, GERDES ROAD
DOT31	135		STAMFORD, HIGH RIDGE ROAD
DOT31	158		WESTPORT, ROUTE I-95 AND ROUTE 1
DOT31	161		WILTON, JUNCTION ROUTE 7 AND ROUTE 33
DOT31	251		FAIRFIELD, ROUTE 1
		8	TOTAL PILES: 8
STORES #DOT32 - BROOKFIELD - 1050 Federal Road - 203-740-3622			
DOT32	034		DANBURY, STADLEY ROUGH ROAD
DOT32	068		KENT, SR 827 SOUTH OF ROUTE 341
DOT32	096		NEW MILFORD, ROUTE 7
DOT32	097		NEWTOWN, FAIRFIELD HOSPITAL AREA
DOT32	130		SOUTHBURY, ROUTE 6
DOT32	150		WASHINGTON, (NEW PRESTON), ROUTE 202
		6	TOTAL PILES: 6
STORES #DOT33 - WATERBURY - 100 Chase River Road - 203-596-4219			
DOT33	006		BEACON FALLS, BEARULT ROAD, RTE. 8 N/B
DOT33	010		BETHLEHEM, ROUTE 61
DOT33	124		SEYMOUR, ROUTE 8
DOT33	131		SOUTHINGTON, MULBERRY STREET
DOT33	140		THOMASTON, REYNOLDS BRIDGE, ROUTE 8
DOT33	151		WATERBURY, CHASE RIVER ROAD
DOT33	166		WOLCOTT, ROUTE 69
DOT33	240		THOMASTON, THOMASTON GARAGE, PROSPECT ST. OFF RTE 6
DOT33	440		THOMASTON, REYNOLDS BRIDGE, ROUTE 8 - RESERVE
		8	TOTAL PILES: 9
STORES #DOT35 - HIGGANUM - 11 Candlewood Hill Road - 860-345-5111			
DOT35	042		EAST HAMPTON, ROUTES 66 & 16
DOT35	079		MARLBOROUGH, OLD ROUTE 2
DOT35	083		MIDDLETOWN, RANDOLPH ROAD AND PADDOCK AVENUE
DOT35	283		MIDDLETOWN, ROUTE 17
		4	TOTAL PILES: 4
STORES #DOT36 - LISBON - 486 River Road - 860-889-6181			
DOT36	028		COLCHESTER, 394 OLD HARTFORD ROAD
DOT36	053		FRANKLIN, ROUTE 32
DOT36	058		GRISWOLD, ROUTE 165
DOT36	104		NORWICH, ROUTE 82
DOT36	114		PRESTON, ROUTE 12
DOT36	121		SALEM, ROUTE 82
DOT36	204		NORWICH, (OCCUM) ROUTE 97
		7	TOTAL PILES: 7

10PSX0159 - CONNDOT SALT PILE LISTING BY STORES LOCATION (2010/2011)

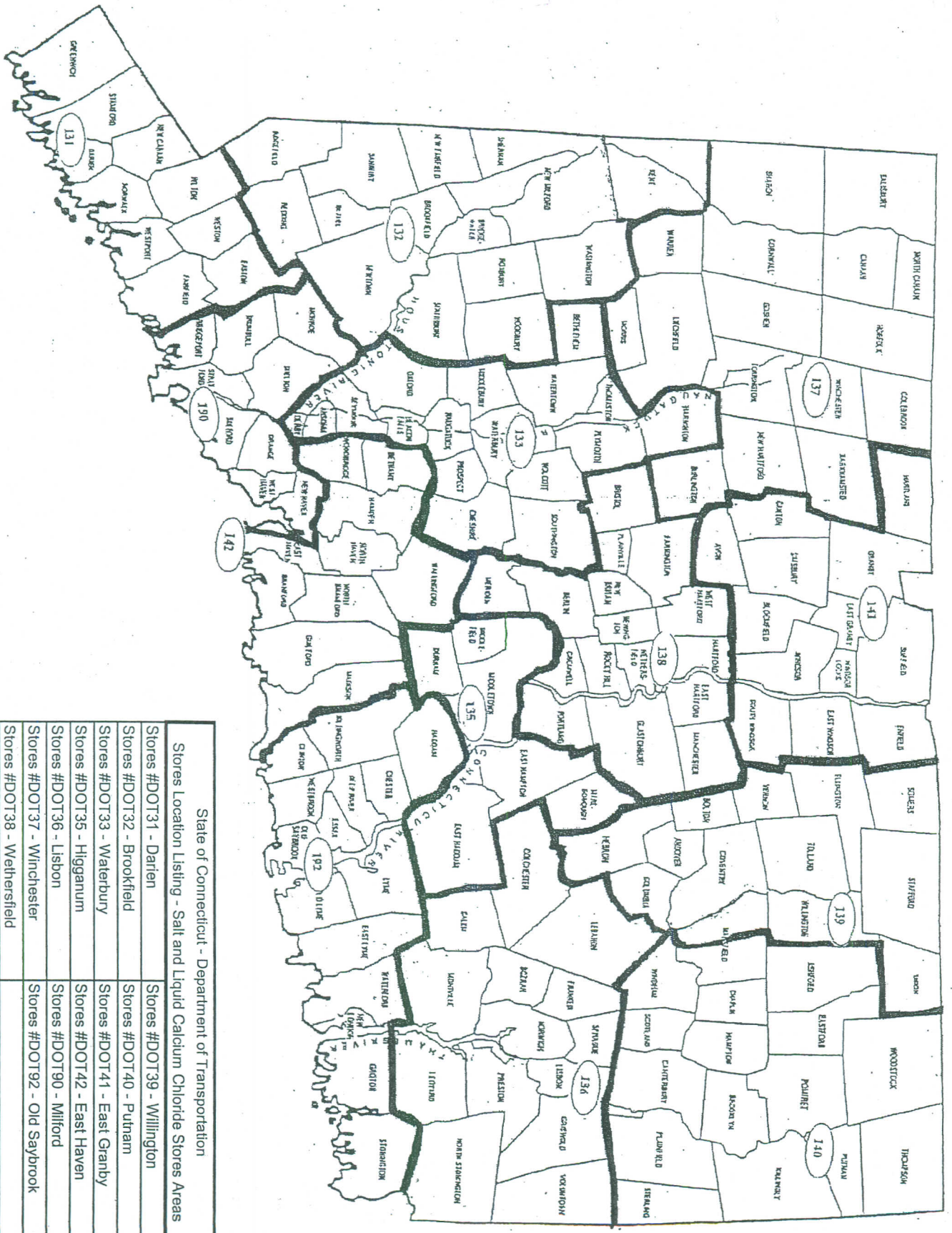
STORE NO.	PILE NO.	# of W/Piles	LOCATION
STORES #DOT37 - WINCHESTER - Torrington Road - 860-738-6582			
DOT37	005		BARKHAMSTED, ROUTE 44
DOT37	020		BURLINGTON, ROUTE 4 WEST OF JUNCTION OF ROUTE 69
DOT37	031		CORNWALL, BUNKER HILL, ROUTE 4
DOT37	074		LITCHFIELD, ROUTE 202
DOT37	098		NORFOLK, ROUTE 272
DOT37	100		NORTH CANAAN, ROUTES 7 & 44
DOT37	125		SHARON, SHARON VALLEY ROAD, ROUTE 343
DOT37	143		TORRINGTON, FOWLER AVENUE, ROUTE 8
DOT37	162		WINCHESTER, ROUTE 800
DOT37	462		<i>WINCHESTER, ROUTE 800 SO. OF RT. 44, LANSEN RD-RESERVE</i>
		9	TOTAL PILES: 10
STORES #DOT38 - WETHERSFIELD - 501 Goff Road - 860-529-7233			
DOT38	007		BERLIN, ROUTES 71 & 72
DOT38	043		EAST HARTFORD, CLEMENT ROAD
DOT38	052		FARMINGTON, ROUTE 6
DOT38	054		GLASTONBURY, OAK STREET
DOT38	064		HARTFORD, JENNINGS ROAD
DOT38	119		ROCKY HILL, BROOK STREET
DOT38	159		WETHERSFIELD, GOFF ROAD
DOT38	252		FARMINGTON, SOUTH ROAD AND ROUTE 6
DOT38	280		MERIDEN, MILLER AVENUE, OFF ROUTE 15
DOT38	419		<i>ROCKY HILL, BROOK STREET - RESERVE</i>
		9	TOTAL PILES: 10
STORES #DOT39 - WEST WILLINGTON - 41 Tolland Turnpike - 860-429-3202			
DOT39	012		BOLTON, ROUTE 6
DOT39	067		HEBRON, ROUTE 85
DOT39	078		MANSFIELD, ROUTE 32
DOT39	134		STAFFORD, (WEST), ROUTE 190
DOT39	145		UNION, ROUTE 190
DOT39	146		VERNON, CAMPBELL AVENUE
DOT39	160		WILLINGTON, WEST, ROUTE 32
		7	TOTAL PILES: 7
STORES #DOT40 - PUTNAM - Route 12, Industrial Park Road - 860-963-1951			
DOT40	003		ASHFORD, ROUTE 89
DOT40	022		CANTERBURY, ROUTE 14
DOT40	109		PLAINFIELD, ROUTE 14
DOT40	112		POMFRET, ROUTE 101
DOT40	116		PUTNAM, ROUTE 12
DOT40	141		THOMPSON, ROUTES 395 AND 200
DOT40	169		WOODSTOCK, ROUTE 171
DOT40	178		MANSFIELD, STATE ROAD 632, NORTH FRONTAGE ROAD
DOT40	478		<i>MANSFIELD, STATE ROAD 632, NORTH FRONTAGE RD-RESERVE</i>
		8	TOTAL PILES: 9

10PSX0159 - CONNDOT SALT PILE LISTING BY STORES LOCATION (2010/2011)			
STORE NO.	PILE NO.	# of W/Piles	LOCATION
STORES #DOT41 - WINDSOR - Route 20 & East Granby Road - 860-298-5228			
DOT41	004		AVON, ROUTE 10
DOT41	040		EAST GRANBY, ROUTE 20
DOT41	047		EAST WINDSOR, ROUTE 5
DOT41	065		HARTLAND, ROUTE 20
DOT41	128		SIMSBURY, ROUTES 10 AND 202
DOT41	164		WINDSOR, BLOOMFIELD AVENUE
DOT41	447		<i>EAST WINDSOR, MAINT. GARAGE, ROUTE 5 - RESERVE</i>
		6	TOTAL PILES: 7
STORES #DOT42 - EAST HAVEN - 2100 North High Street - 203-466-5332			
DOT42	014		BRANFORD, LEETES ISLAND ROAD, I-91, EXIT 56
DOT42	060		GUILFORD, GOOSE LANE
DOT42	101		NORTH HAVEN, STATE STREET
DOT42	148		WALLINGFORD, WHARTON BROOK, I-91 EXIT 13
DOT42	201		NORTH HAVEN, MCDERMOTT ROAD
DOT42	448		<i>WALLINGFORD, WHARTON BROOK - RESERVE</i>
		5	TOTAL PILES: 6
STORES #DOT90 - MILFORD - 44 Banner Drive - 203-877-1870			
DOT90	084		MILFORD, BANNER DRIVE, EXIT 40 OFF I-95
DOT90	085		MONROE, ROUTE 111, EAST OF ROUTE 25
DOT90	093		NEW HAVEN, POND LILY AVENUE
DOT90	107		ORANGE, ROUTE 34
DOT90	138		STRATFORD, ROUTE 110 AND RYDER LANE
DOT90	144		TRUMBULL, ROUTE 108
DOT90	238		STRATFORD, SURF AVENUE, EXIT 30 OFF I-95
DOT90	293		NEW HAVEN, BOULEVARD, EXIT 44 OFF I-95
DOT90	484		<i>MILFORD, BANNER DRIVE, EXIT 40 OFF I-95</i>
		8	TOTAL PILES: 9
STORES DOT192 - OLD SAYBROOK - 660 Middlesex Turnpike - 860-388-0347			
DOT92	045		EAST LYME, ROUTE 95, EXIT 74
DOT92	059		GROTON, ROUTE 184
DOT92	061		HADDAM, ROUTES 154 AND 82
DOT92	106		OLD SAYBROOK, 660 MIDDLESEX TPKE.
DOT92	152		WATERFORD, ROUTE 395
DOT92	154		WESTBROOK, ROUTE 145, I-95 EXIT 64
DOT92	461		<i>HADDAM, ROUTES 82 & 154 - RESERVE</i>
		6	TOTAL PILES: 7
		91	Working Salt Piles
		8	Reserve Salt Piles
		99	Grand Total ALL PILES

10PSX0159 - HISTORICAL USAGE (2010/2011)		
STORE/PILE #	PILE LOCATION	HISTORY USAGE
STORES #DOT31 - DARIEN		
131/035	DARIEN	2,681
131/051	FAIRFIELD	1,316
131/057	GREENWICH	460
131/090	NEW CANAAN	1,673
131/135	STAMFORD	319
131/158	WESTPORT	2,631
131/161	WILTON	806
131/251	FAIRFIELD	0
DOT31 GRAND TOTAL		9,886
STORES #DOT32 - BROOKFIELD		
132/034	DANBURY	4,703
132/067	KENT	790
132/096	NEW MILFORD	2,645
132/097	NEWTOWN	988
132/130	SOUTHURBY	2,501
132/150	WASHINGTON	844
DOT32 GRAND TOTAL		12,470
STORES #DOT33 - WATERBURY		
133/006	BEACON FALLS	1,966
133/010	BETHLEHEM	960
133/124	SEYMOUR	878
133/131	SOUTHINGTON	3,359
133/140	THOMASTON	403
133/151	WATERBURY	3,316
133/166	WOLCOTT	556
133/240	THOMASTON	2,559
DOT33 GRAND TOTAL		13,996
STORES #DOT35 - HIGGANUM		
135/042	EAST HAMPTON	736
135/079	MARLBOROUGH	1,491
135/083	MIDDLETOWN	2,263
135/283	MIDDLETOWN	955
DOT35 GRAND TOTAL		5,445
STORES #DOT36 - LISBON		
136/028	COLCHESTER	1,954
136/053	FRANKLIN	1,053
136/058	GRISWOLD	750
136/104	NORWICH	1,849
136/114	PRESTON	714
136/121	SALEM	854
136/204	NORWICH(OCCUM)	2,154
DOT36 GRAND TOTAL		9,326

10PSX0159 - HISTORICAL USAGE (2010/2011)		
STORE/PILE #	PILE LOCATION	HISTORY USAGE
STORES #DOT37 - WINCHESTER		
137/005	BARKHAMSTED	1,218
137/020	BURLINGTON	999
137/031	CORNWALL	2,125
137/074	LITCHFIELD	2,201
137/098	NORFOLK	1,341
137/100	NORTH CANAAN	1,439
137/125	SHARON	504
137/143	TORRINGTON	1,936
137/162	WINCHESTER	2,880
DOT37 GRAND TOTAL		14,643
STORES #DOT38 - WETHERSFIELD		
138/007	BERLIN	1,678
138/043	EAST HARTFORD	3,980
138/052	FARMINGTON	690
138/054	GLASTONBURY	2,909
138/064	HARTFORD	2,150
138/119	ROCKY HILL	1,673
138/159	WETHERSFIELD	2,709
138/252	FARMINGTON	3,903
138/280	MERIDEN	3,724
DOT38 GRAND TOTAL		23,414
STORES #DOT39 - WEST WILLINGTON		
139/012	BOLTON	1,668
139/067	HEBRON	748
139/078	MANSFIELD	955
139/134	STAFFORD	971
139/145	UNION	2,298
139/146	VERNON	4,006
139/160	WILLINGTON	2,265
DOT39 GRAND TOTAL		12,910
STORES #DOT40 - PUTNAM		
140/003	ASHFORD	483
140/022	CANTERBURY	1,663
140/109	PLAINFIELD	1,405
140/112	POMFRET	1,681
140/116	PUTNAM	2,428
140/141	THOMPSON	636
140/169	WOODSTOCK	753
140/178	MANSFIELD	2,649
DOT40 GRAND TOTAL		11,696
STORES #DOT41 - EAST GRANBY		
141/004	AVON	1,698
141/040	EAST GRANBY	2,980
141/047	EAST WINDSOR	3,765
141/065	HARTLAND	1,075
141/128	SIMSBURY	1,323
141/164	WINDSOR	3,534
DOT41 GRAND TOTAL		14,374

10PSX0159 - HISTORICAL USAGE (2010/2011)		
STORE/PILE #	PILE LOCATION	HISTORY USAGE
STORES #DOT42 - EAST HAVEN		
142/014	BRANFORD	2,031
142/060	GUILFORD	2,179
142/101	NORTH HAVEN	2,506
142/148	WALLINGFORD	2,721
142/201	NORTH HAVEN	203
DOT42 GRAND TOTAL		9,640
STORES #DOT90 - MILFORD		
190/084	MILFORD	1,740
190/085	MONROE	1,164
190/093	NEW HAVEN	915
190/107	ORANGE	2,616
190/138	STRATFORD	1,051
190/144	TRUMBULL	1,995
190/238	STRATFORD	2,225
190293	NEW HAVEN-Blvd	2,260
DOT90 GRAND TOTAL		13,966
STORES #DOT92 - OLD SAYBROOK		
192/045	EAST LYME	995
192/059	GROTON	2,561
192/061	HADDAM	2,855
192/106	OLD SAYBROOK	1,705
192/152	WATERFORD	1,489
192/154	WESTBROOK	489
DOT92 GRAND TOTAL		10,094



State of Connecticut - Department of Transportation

Stores Location Listing - Salt and Liquid Calcium Chloride Stores Areas

Stores #DOT31 - Darien	Stores #DOT39 - Willington
Stores #DOT32 - Brookfield	Stores #DOT40 - Putnam
Stores #DOT33 - Waterbury	Stores #DOT41 - East Granby
Stores #DOT35 - Higganum	Stores #DOT42 - East Haven
Stores #DOT36 - Lisbon	Stores #DOT90 - Milford
Stores #DOT37 - Winchester	Stores #DOT92 - Old Saybrook
Stores #DOT38 - Wethersfield	

PERFORMANCE BOND FOR OTHER THAN CONSTRUCTION CONTRACTS
ConnDOT Rev. 07/08

DATE BOND EXECUTED (Must be same or later than date of contract)

Principal (legal name and business address)	Type of Organization ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Other (identify): _____ State of Incorporation: _____				
Surety (name and business address)	PENAL SUM OF BOND Million(s) Thousand(s) Hundred(s) Cents Contract Name: Road Salt for Snow & Ice Control <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Contract Date</td> <td style="width:50%;">Contract No.</td> </tr> <tr> <td>Option Date</td> <td>Option No.</td> </tr> </table>	Contract Date	Contract No.	Option Date	Option No.
Contract Date	Contract No.				
Option Date	Option No.				

OBLIGATION:
We, the Principal and Surety, are firmly bound to the State of Connecticut (hereinafter called the State) in the above penal sum. For payment to the State of amounts up to the penal sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum. If no penal sum is stated it shall be the amount of the contract

CONDITIONS:
The principal has entered into the contract identified above.

THEREFORE:
The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during either the base term or an optional term of the contract noted above, during any extensions thereof that are granted by the State with or without notice to the Surety, and during the life of any guaranty required under the contract; and (2) performs and fulfills all undertakings, covenants, terms, conditions, and agreements of any and all duly-authorized modifications of the contract that are made hereafter. Notice to the Surety of such modifications is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof, excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for the extension of any option term shall not result in a default of any bond previously furnished covering any base or option term.

WITNESS:
Two witnesses for each of the Principal and Surety shall indicate by their signatures below that the signatories for the Principal and Surety executed this bond with proper authority on the date(s) indicated.

PRINCIPAL

SIGNATURE:		Witness (signature):	SEAL
	seal	Witness (typed name):	
NAME & TITLE OF SIGNATORY (typed):		Witness (signature):	
DATE:		Witness (typed name):	

CORPORATE SURETY

S U R E T Y	NAME & ADDRESS:		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE:		Witness (signature):		
			Witness (typed name):		
	NAME & TITLE OF SIGNATORY (typed):		Witness (signature):		
	DATE:		Witness (typed name):		

BOND PREMIUM: RATE PER THOUSAND: \$	TOTAL: \$
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INSTRUCTIONS

- 1 This form is authorized for use in connection with State contracts. Any alteration of this form will result in the bond's rejection as nonresponsive.
- 2 Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g. an attorney-in-fact) must furnish evidence of authority to do so if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3 Type the name and title of each person signing this bond in the spaces provided.
- 4 Corporations executing this bond shall affix their corporate seals hereto.
- 5 (a) The surety issuing this bond must be licensed as a corporate surety by the Insurance Commissioner of the State of Connecticut and must hold a Certificate of Authority as a surety acceptable to the Federal Department of Treasury.
 (b) Any corporation executing the bond must appear on the Department of the Treasury's list of approved sureties and must act only within the underwriting limitation listed therein.
 (c) The State may require the surety to furnish additional substantiating information concerning its financial capability.
- 6 Unless otherwise specified, the bond shall be submitted to the Connecticut Department of Transportation, Division of Purchasing & Materials Management, Attention: Ms. Charlesina Ball

BID NO.: 10PSX0159 - BIDDER INFORMATION SHEET - RETURN WITH BID

Bidder Name: _____

BIDDERS SPECIFIC LOCATION FOR SUPPLY / INVENTORY

PLEASE PRINT OR TYPE

ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
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ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
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ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
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ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
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ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
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ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
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ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
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BID NO.: 10PSX0159 - BIDDER INFORMATION SHEET - RETURN WITH BID

Bidder Name: _____

BIDDING VENDOR COMPANY TRUCKS:

PLEASE PRINT OR TYPE

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC **U.S. DOT ID#**)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC **U.S. DOT ID#**)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC **U.S. DOT ID#**)

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REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC **U.S. DOT ID#**)

BID NO.: 10PSX0159 - BIDDER INFORMATION SHEET - RETURN WITH BID

Bidder Name: _____

NAME & ADDRESS OF TRUCKING COMPANIES USED TO DELIVER ROCK SALT OTHER THAN BIDDER OWNED TRUCKS

PLEASE PRINT OR TYPE

COMPANY NAME / ADDRESS TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC) CONTACT PERSON/TEL. **U.S. DOT ID#**

COMPANY NAME / ADDRESS TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC) CONTACT PERSON/TEL. **U.S. DOT ID#**

COMPANY NAME / ADDRESS TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC) CONTACT PERSON/TEL. **U.S. DOT ID#**

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COMPANY NAME / ADDRESS TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC) CONTACT PERSON/TEL. **U.S. DOT ID#**

COMPANY NAME / ADDRESS TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC) CONTACT PERSON/TEL. **U.S. DOT ID#**

BID NO.: 10PSX0159 - BIDDER INFORMATION SHEET - RETURN WITH BID

Bidder Name: _____

DELIVERY AND OPERATIONAL INFORMATION:

PLEASE PRINT OR TYPE

Vendor designated person responsible for accepting and scheduling ROUTINE TELEPHONE ORDERS during normal business hours between 8:00 a.m. to 3:30 p.m.

DEPOT LOCATION: _____

NAME: _____ TELEPHONE: _____ PAGER: _____ CELL #: _____

DEPOT LOCATION: _____

NAME: _____ TELEPHONE: _____ PAGER: _____ CELL #: _____

DEPOT LOCATION: _____

NAME: _____ TELEPHONE: _____ PAGER: _____ CELL #: _____

DEPOT LOCATION: _____

NAME: _____ TELEPHONE: _____ PAGER: _____ CELL #: _____

Vendor designated person responsible for accepting and scheduling EMERGENCY - 24 HOUR TELEPHONE ORDERS during critical resupply periods from 3:30 p.m. to 8:00 a.m. on weekends & holidays:

DEPOT LOCATION: _____

NAME: _____ TELEPHONE: _____ PAGER: _____ CELL #: _____

DEPOT LOCATION: _____

NAME: _____ TELEPHONE: _____ PAGER: _____ CELL #: _____

DEPOT LOCATION: _____

NAME: _____ TELEPHONE: _____ PAGER: _____ CELL #: _____

DEPOT LOCATION: _____

NAME: _____ TELEPHONE: _____ PAGER: _____ CELL #: _____

BID NO.: 10PSX0159 - BIDDER INFORMATION SHEET - RETURN WITH BID

Bidder Name: _____

BIDDER QUANTITY AND PRODUCT SOURCE INFORMATION

PLEASE PRINT OR TYPE

VENDOR GUARANTEES FOR DELIVERY DURING CONTRACT PERIOD: _____ TONS

VENDOR CAN DELIVER REQUESTED QUANTITIES as so ordered IN: _____ DAYS

PRODUCT SOURCES OFFERED BY BIDDER UNDER THIS CONTRACT: (Submit Important Written Certification from Producer Guaranteeing Access To Product For the Term of the Contract - June 30, 2011)

DEPOT LOCATION: _____

PRODUCT TYPE: _____ PRODUCER NAME: _____ PRODUCT SOURCE: _____
mined / solar / other producer / manufacturer name, address address including city / town / country denoting the origin of the product

DEPOT LOCATION: _____

PRODUCT TYPE: _____ PRODUCER NAME: _____ PRODUCT SOURCE: _____
mined / solar / other producer / manufacturer name, address address including city / town / country denoting the origin of the product

DEPOT LOCATION: _____

PRODUCT TYPE: _____ PRODUCER NAME: _____ PRODUCT SOURCE: _____
mined / solar / other producer / manufacturer name, address address including city / town / country denoting the origin of the product

DEPOT LOCATION: _____

PRODUCT TYPE: _____ PRODUCER NAME: _____ PRODUCT SOURCE: _____
mined / solar / other producer / manufacturer name, address address including city / town / country denoting the origin of the product

TYPE OF ANTI-CAKING AGENT TO BE UTILIZED: _____ POINT WHERE ANTI-CAKING IS APPLIED: _____

SHIPPING PLAN FOR RESUPPLY (pre-scheduled resupply from producer as available at time of bid opening)

BID NO.: 10PSX0159 - BIDDER INFORMATION SHEET - RETURN WITH BID

Bidder Name: _____

BIDDER MAILING AND REMIT TO INFORMATION

PLEASE PRINT OR TYPE

BIDDER'S FEIN: _____

MAILING ADDRESS FOR PURCHASE ORDERS / CORRESPONDENCE:

REMIT TO ADDRESS IF DIFFERENT FROM MAILING ADDRESS:

CONTACT PERSON FOR THIS BID: _____

CONTACT PERSON'S TELEPHONE NUMBER: _____

COMPANY FAX NUMBER: _____

SALES REPRESENTATIVE NAME: _____

SALES REPRESENTATIVE TELEPHONE NUMBER; _____

SALES REPRESENTATIVE ADDRESS: _____

BILLING REPRESENTATIVE FOR THIS CONTRACT: _____

BILLING REPRESENTATIVE'S TELEPHONE NUMBER: _____

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number: 10PSX0159

Page 1 of 2

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

COMPANY NAME: _____
&
ADDRESS: _____

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

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

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

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

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

LIST OTHER NAMES YOUR COMPANY GOES BY: _____

LIST PREVIOUS COMPANY NAME (S) _____

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

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

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number:
10PSX0159

Page 2 of 2

COMPANY NAME: _____

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

COMPANY VALUE: EQUIPMENT ASSETS _____ TOTAL ASSETS _____

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

REGISTRATION DATE, IF AVAILABLE: _____

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

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

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

(Attach additional sheets if necessary)

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

(Attach additional sheets if necessary)

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

(Attach additional sheets if necessary)

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

(Attach additional sheets if necessary)

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

SIGNATURE

DATE

TITLE

STATE OF CONNECTICUT

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

Bid Number:
10PSX0159

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

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

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

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

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

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

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

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

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

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

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

Bid Number:
10PSX0159

Susan Thomas
Contract Specialist
(860)713-5091
Telephone Number

SUPPLEMENT ON BEHALF OF *(Non-Participating) POLITICAL SUB-DIVISIONS ONLY

Bidder will please indicate below whether he will agree, if he becomes an awarded contractor as the result of the issue of this bid invitation, to furnish his awarded items at contract prices to non-participating ***(no committed requirements as referenced in the above referenced bid 10PSX0159 as part of a cooperative procurement effort)** Connecticut Political Sub-Divisions (towns and cities) which might be interested in using the State's contract.

The bidder's indication, affirmative or negative, will in no way prejudice as it relates to the State's own requirements.

If the bidder is agreeable, but only subject to certain qualifications, or other conditions he may stipulate, he is invited to list such qualifications in the spaces provided below.

**BIDDER WILL EXTEND CONTRACT PRICES TO CONNECTICUT POLITICAL SUB-DIVISIONS
SUBJECT TO THE FOLLOWING BIDDER'S QUALIFICATIONS, IF ANY:**

***** Check One *****

YES NO

QUALIFICATIONS: _____

BIDDER'S NAME: _____

ADDRESS: _____

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

BID NO.:

10PSX0159

Susan Thomas
Contract Specialist
(860)713-5091
Telephone Number

Vendor Authorization Guidelines- Page 1 of 2

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

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

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

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

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

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

to enter into a contract.

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

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

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

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

to enter into a contract.

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

BID NO.:

10PSX0159

Susan Thomas
Contract Specialist
(860)713-5091
Telephone Number

Vendor Authorization Guidelines- Page 2 of 2

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

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

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

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp. Scroll down until you see the heading “**Vendor**” on the far right side of the screen. Then click on “**Vendor Authorization Guidelines and Samples**”.



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

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

INSTRUCTIONS:

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

REPRESENTATION OF AN INDIVIDUAL:

I, _____, of _____,
Signatory Business Address

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

Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

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

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signatory Date

Printed Name



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

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

INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity

Signatory's Title

Name of Entity

duly formed and existing under the laws of _____.

Name of State or Commonwealth

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

Name of Entity

Name of Entity

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

Authorized Signatory

Printed Name

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

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

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

If YES: _____
Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Printed Name (of above)

Awarding State Agency

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

Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

EXHIBIT A
Description of Goods/Services
Road Salt for Snow and Ice Control – 10PSX0159

1. SCOPE:

The Contract is to supply road salt to the State of Connecticut Department of Transportation (ConnDOT) and those participating Municipalities (the "Municipalities") within each Stores Area, that have committed their requirements for bulk **ROAD SALT for Snow and Ice Control**.

Department of Administrative Services (DAS) and the Connecticut Department of Transportation (ConnDOT) will function as the lead jurisdictions under the Contract, but each Municipality by committing its requirements will receive proportionate shares of the contractual benefits.

The offer to participate in the Contract will also be extended to Other State Agencies and Institutions.

The general intent of the Contract is that the lead jurisdictions (DAS and ConnDOT) will handle and resolve as they deem best any matters that directly affect the State, as well as any matters that affect the Contract as a whole with respect to one or more Stores Area. This will include but is not limited to modification or termination of the Contract with a Contractor, or a contractual breach by a Contractor that affects any or all Municipalities. The lead jurisdictions also will carry out the specific functions and duties described in the Contract. In general, the Municipalities must handle and resolve matters affecting their particular business with the Contractor.

With respect to types of matters not specifically addressed by other terms of the Contract, DAS may, in its sole discretion, handle and resolve any dispute or problem concerning the Contractor's performance if it affects any or all Municipalities, as it affects the Contract.

2. MATERIAL QUALITY:

The quality of the material delivered under the terms of the Contract will be in strict accordance with the ConnDOT Reference File No. 139T, revised 06/29/10 (See and Refer to EXHIBIT F). Payment Adjustments will be assessed as stated in the Reference File.

3. MATERIAL SAFETY DATA SHEETS:

Contractors must provide material safety data sheets (MSDS) within 10 days after award. Please Forward to: Department of Transportation, 2800 Berlin Turnpike, Newington, CT 06111, Attn: Charlesina Ball, Room 2416.

4. ConnDOT MATERIAL TESTING:

All test samples will be collected by an authorized ConnDOT representative. Upon request by the Contractor, the ConnDOT representatives' names will be furnished by the Division of Purchasing of Materials Management.

All testing will be performed and processed by the ConnDOT's Division of Materials Testing, 280 West Street, Rocky Hill, CT 06067. Test results will be final and not subject to challenge.

ConnDOT reserves the right to randomly test material at Contractor's stockpiles and/or ConnDOT, Municipal or Other State Agency stockpile locations without prior notification to the Contractor.

5. ROUTINE TESTING:

Routine random sampling and testing for each Contractor will occur at a MINIMUM frequency rate as follows: At least three (3) moisture content samples will be obtained every ten (10) calendar days from delivered locations at State and participating Municipality stockpiles randomly selected by the ConnDOT Division of Materials Testing **OR** at the Contractor's stockpiles under the Contract. Testing results will remain in effect until the next subsequent test has been completed. Routine testing for purity and gradation may also be obtained by the ConnDOT without prior notification to the Contractor. The Contractor will be responsible for providing ConnDOT's Division of Materials Testing with a complete daily delivery schedule, from date initial deliveries commence until written notification to cease from ConnDOT's Division of Purchasing and Materials Management. Delivery schedules must be sent to DOT.MatTesting@ct.gov.

EXHIBIT A
Description of Goods/Services
Road Salt for Snow and Ice Control – 10PSX0159

6. CONTRACTOR RE-SUPPLY:

Purity, moisture and gradation testing will occur when Contractor's stockpiles are re-supplied from their sources. Contractors are required to notify ConnDOT's Division of Purchasing and Materials Management when re-supply occurs at their contracted Distributors/Depots.

7. ADJUSTMENTS:

In no event will ConnDOT and/or participating Municipalities utilizing the Contract be required to accept salt that does not meet the standards set forth in ConnDOT Reference File No. 139T, revised 06/29/10; salt that would require the imposition of an adjustment under that document's terms need not be approved by ConnDOT nor accepted by any purchasing entity under the Contract's jurisdiction. If, however, ConnDOT decides, at their discretion, to approve substandard material for delivery, adjustments for failing moisture, purity and/or gradation requirements will be applied, in accordance with Reference File No. 139T, revised 06/29/10. Upon request, ConnDOT will provide the Contractor with copies of test reports filed by its Division of Materials Testing.

8. SPECIAL REQUIREMENTS:

Contractors must be authorized distributors of Road Salt for the term of the Contract, and must conform to all contractual requirements.

Contractors may be required to provide to DAS and/or ConnDOT written certification from the producer guaranteeing that the Contractor has access to the product at any time during the term of the Contract.

Contractors must ensure that all proper operating permits regarding salt storage, weighing and trucking are in place for the entire term of the Contract. Contractors are responsible to ensure that all trucking companies/haulers they own/utilize have and maintain a favorable motor carrier safety fitness rating from the State of Connecticut, Department of Motor Vehicles during the entire contractual period. All Contractors are required to update trucking companies/hauler information, in writing, upon any changes throughout the entire contract period to DAS.

9. ConnDOT PERFORMANCE BOND:

Contractor will provide ConnDOT a performance bond in the amount of **100%** of each initial purchase order. The required bond must be received prior to any purchase order issuance. Failure to submit bond in a form satisfactory to the State prior to any purchase order being issued shall result in the issuance of the purchase order to the next lowest Contractor responsive to ConnDOT's bond request. Other offers of surety will be viewed on a case by case basis.

Such bond shall be:

1. Corporation: The Bond must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The Bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".
3. Individual: The Bond must be signed by the individual owning the business and indicated "Owner".
4. The Surety Company executing the Bond must be licensed to do business in the State of Connecticut, or Bond must be countersigned by a company so licensed.
5. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
6. Signatures of two witnesses for both principal and the Surety must appear on the bond.
7. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond, unless such Power of Attorney has previously been filed with the Bureau of Finance & Administration.

EXHIBIT A
Description of Goods/Services
Road Salt for Snow and Ice Control – 10PSX0159

9. ConnDOT PERFORMANCE BOND (continued):

Re-insurance arrangements will not be acceptable for performance bonds. A maximum of one Co-surety will be acceptable for a performance bond. Be advised that ConnDOT, as obligee, will hold all surety companies which execute performance bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Sureties will not be allowed to limit their interest in such bonds.

PARTY FOR NOTICE: Connecticut Department of Transportation, Division of Purchasing and Materials Management
Attn: Charlesina Ball, 2800 Berlin Turnpike, Room 2416, Newington, CT 06111.

Contractors are required to utilize the ConnDOT Performance Bond form. Any other type of bond will not be accepted.

In the event that the Contract is extended, the Contractor will be responsible for providing ConnDOT a new performance bond for any contractual extension with a new bond liability established by ConnDOT.

Contractor(s) will be notified by ConnDOT, in writing, to supply properly executed performance bonds in accordance with State regulations, prior to purchase order issuance.

Note: This bond is separate from the Municipal bond requirement. See Municipal Performance Bond (22.)

10. DELIVERY – GENERAL:

It is the intent of ConnDOT to have 100% of its Requirements delivered prior to NOVEMBER 1, 2010.

Every truckload of road salt delivered under the terms of the Contract will be on numbered delivery tickets and signed by the Contractor's assigned licensed weigh master.

Deliveries to ConnDOT may require the transfer of equipment and personnel. Therefore, scheduling is of utmost importance in the salt procurement functional process. Contractors are to advise their Distributors/Depots to strictly adhere to delivery schedules set between them and ConnDOT. Changes in delivery schedules at the Distributor/Depot level must be confirmed immediately with the appropriate ConnDOT representative.

ALL NUMBERED DELIVERY TICKETS MUST BE CLEAR AND LEGIBLE AND CONTAIN THE FOLLOWING:

- Awarded Contractor's name
- Distributor/Depot location
- Gross Vehicle Weight (GVW), Tare and Net Weight
- Purchase Order Number
- Truck Number
- Stockpile number and location
- Signature of Awarded Contractor's assigned licensed weigh master
- Signature of ConnDOT or Municipal Representative receiving material. Payment **will not** be made to the vendor for material delivered on a delivery ticket not bearing the signature of a ConnDOT or Municipal representative.

In the event that multiple Distributors/Depots exist, the Contractor will designate the Distributor/Depot which will service the State of Connecticut – Stores Area under the Contract before purchase order issuance. Contractors will deliver from those designated Distributor/Depot only.

All deliveries will comply in every respect with all applicable Federal and/or State laws.

EXHIBIT A
Description of Goods/Services
Road Salt for Snow and Ice Control – 10PSX0159

10. DELIVERY – GENERAL (continued):

State regulations pertaining to overweight vehicles will be strictly enforced. ConnDOT will not pay for that portion of any load which exceeds the Connecticut maximum allowable gross vehicle weight load limit. Payment will be adjusted by the authorized Purchasing authority for the State and/or Municipality. Repeated overweight loading will be brought to the attention of the proper Connecticut Public Safety Authorities for their review and/or action.

Material delivered under the Contract will be refused unless loads are properly covered to protect the material, prevent spillage and meet all environmental requirements.

Contractors utilizing their company-owned trucks for hauling road salt under the terms of the Contract must adhere to section 14-12a, registration of certain motor vehicles garaged or operated in Connecticut.

11. DELIVERY – ROUTINE:

Routine delivery is defined as receipt of requested quantities within a maximum of seventy-two (72) hours after confirmation of order by an authorized ConnDOT or municipal representative. Routine receiving times are from 8:00 a.m. to 3:30 p.m., Monday through Friday. Contractors will designate a representative responsible for accepting and scheduling routine deliveries, for each Distributor/Depot.

12. DELIVERY – EMERGENCY:

Emergency delivery is defined as receipt of requested quantities, as so ordered, within twenty-four (24) hours after confirmation of order by an authorized ConnDOT or municipal representative. ConnDOT defines an emergency as the following; stockpile balances, 30% below ConnDOT's requirement levels, pre and post storm, this will be determined by the authorized ConnDOT representative placing the order.

IMPORTANT NOTE: A Routine Delivery could change to an emergency delivery in the event of continued storm activity. Emergency/After Hour receiving times may be required to be made any day of the week at any time of the day including from 3:30 p.m. to 8:00 a.m., including weekends and holidays.

Contractors will designate a representative responsible for accepting and scheduling Emergency/After hour delivery, for each Distributor/Depot.

13. DELIVERY - ConnDOT RESERVE PILE REQUIREMENTS:

ConnDOT has a statewide total of eight (8) Reserve Salt Piles which hold a capacity of 24,000 tons or 3,000 tons each. Reserve Salt Piles will be a one time bulk delivery into a storage facility. Contractors will dump bulk salt outside the storage facility and ConnDOT forces will move the product into the storage facility. Contractor's vehicles are not authorized to dump salt inside the reserve pile storage facility.

14. CONTRACTOR'S STOCKPILES:

Contractor's stockpiles will be constructed in a manner that will provide free drainage, satisfactory access for loading and free from any foreign materials, and will comply with Federal EPA and State DEP regulations. Inspections of Contractor stockpile facilities will occur initially during the pre-award qualification process for material quality; during re-supply and randomly during the entire contractual period. Inspections will be performed by an authorized ConnDOT representative and will include the following:

- Materials Testing
- Condition of facility
- Scale certification dates
- Licensed weigh master's name and license numbers

EXHIBIT A
Description of Goods/Services
Road Salt for Snow and Ice Control – 10PSX0159

- Approximate balance on hand

Contractors are required to meet all current local, State and federal EPA requirements for salt storage.

15. ConnDOT QUANTITIES:

ConnDOT's average annual usage based on a ten (10) year historical usage is 161,860 tons.

ConnDOT's estimated initial purchase quantity for the 2010/11 Winter Season is 124,437 tons (See and Refer to Exhibit E). ConnDOT has an approximate beginning balance on hand of 58,690 tons in the working piles and the beginning balance on hand in the Reserve Piles is 25,794 tons for a total of approximately 84,484 tons on hand statewide.

16. ConnDOT CONTRACT GUARANTEE:

ConnDOT will issue purchase orders to the Contractor(s) for the *entire estimated purchase quantity as listed in these contractual requirements.* ConnDOT will guarantee that a minimum of 100% of the *initial purchase order quantity (by Contractor)* as shown above, will be purchased and delivery taken from the Contractor during the contractual period.

Contractors will be required to supply increased tonnage throughout the entire contractual period, from date of award through June 30, 2011 as required by ConnDOT.

17. ConnDOT INVOICING:

The Contractor will invoice ConnDOT promptly after the delivery of materials to ConnDOT. Questions regarding payment status may be directed to Accounts Payable at (860) 594-2315. All ConnDOT billing must be forwarded directly to Accounts Payable at:

Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
Attention: Accounts Payable – Room 1426 SWA

Invoices forwarded to any address other than the above may not be processed for payment.

To expedite payments, ConnDOT requires Contractors to cooperate with the following requirements from our Accounts Payable:

- Billing must be generated on a weekly or bi-weekly basis
- Invoice amounts must be listed *per pile, per day*
- Invoice amounts must include all deliveries made to that pile for that invoice (delivery) date
- Distributor/Depot location in which the delivery was made from, must be on the invoice
- Complete Contractor name and billing address
- Invoice number and date
- Purchase order number

18. ConnDOT GENERAL INFORMATION:

Contractors may direct ConnDOT-related operational questions to the following:

Administrative questions: Charlesina Ball - Purchasing 860-594-2267
e-mail: charlesina.ball@ct.gov
fax: 860-594-2260

Billing and payment status: John Miller - Accounts Payable 860-594-2310
e-mail: john.miller@ct.gov
fax: 860-594-3368

EXHIBIT A
Description of Goods/Services
Road Salt for Snow and Ice Control – 10PSX0159

18. ConnDOT GENERAL INFORMATION (continued):

Operational information regarding test results, penalty application, vendor inventories, etc. will be available on the State of Connecticut, Department of Transportation Website at the following address:

www.ct.gov/dot

Click on "Doing Business with ConnDOT"

Scroll down to Other Information

Click on Winter Operations Salt

19. MUNICIPAL SUBDIVISION CLAUSE:

Contractor warrants that prices, terms and conditions incorporated in the Contract will be extended to all Participating Municipalities.

Any Municipality that wishes to participate in the Contract will, as a condition of doing so, be bound by all of the applicable terms and conditions of the Contract.

Contractors are to interact directly with each Municipality for day to day operations regarding purchase order issuance, delivery scheduling, invoicing and routine payments.

With respect to the Contract, participating Municipalities will be able to purchase materials at the price so awarded for the salt Stores Area in which they are located as so designated on the "Sand and Salt Stores Areas" Map, rev. 4/04.

20. MUNICIPAL – GUARANTEE:

Participating Municipalities will issue purchase orders in the tonnage amount of 100% of their initial estimated annual quantities as so noted herein. Each Municipality will guarantee a **50%** minimum purchase of their initial estimated annual quantity during the term of the Contract. Therefore, **100%** of the initial estimated annual quantity is **91,020** tons and the 50% minimum purchase guarantee of their initial estimated annual quantity is **45,510** tons.

Contractors will be required to supply increased tonnage over their initial purchase order quantity for participating municipal orders on an as needed basis throughout the entire winter season from November 1, 2010 to June 30, 2011 at the original contractual price as required by the participating Municipalities.

21. MUNICIPAL QUANTITIES:

Municipal initial purchase order quantities for the 2010/11 winter season are 91,020 tons encompassing 95 Municipalities 56% of the 169 Towns in the State for the Contract (See and Refer to EXHIBIT D). Contractors are to receive purchase order quantities totaling the estimated quantity (tons) as listed on the road salt municipal requirements – 2010/11.

Municipal estimated quantities and pertinent operational information is noted in the municipal road salt requirements – 2010/11, per Municipality. The listing denotes participating Municipalities and their required quantities for the 2010/11 winter season.

For the Contract, Contractors will be required to meet the specifications as so stated in the Contract and supply only those Municipalities listed as participating in the Contract.

EXHIBIT A
Description of Goods/Services
Road Salt for Snow and Ice Control – 10PSX0159

22. MUNICIPAL PERFORMANCE BONDS:

Contractor will provide DAS a performance bond in the amount of **100%** of each initial purchase order. The required bond must be received prior to any purchase order issuance. Failure to submit bond in a form satisfactory to the State prior to any purchase order being issued shall result in the issuance of the purchase order to the next lowest Contractor responsive to Municipalities bond request. Other offers of surety will be viewed on a case by case basis.

Such bond shall be:

1. Corporation: The Bond must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The Bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".
3. Individual: The Bond must be signed by the individual owning the business and indicated "Owner".
4. The Surety Company executing the Bond must be licensed to do business in the State of Connecticut, or Bond must be countersigned by a company so licensed.
5. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
6. Signatures of two witnesses for both principal and the Surety must appear on the bond.
7. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond, unless such Power of Attorney has previously been filed with the State of Connecticut.

Re-insurance arrangements will not be acceptable for performance bonds. A maximum of one Co-surety will be acceptable for a performance bond. Be advised that Municipalities, as obligee, will hold all surety companies which execute performance bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Sureties will not be allowed to limit their interest in such bonds.

Contractors are required to utilize the ConnDOT Performance Bond form. Any other type of bond will not be accepted.

In the event that the Contract is extended, the Contractor will be responsible for providing DAS a new performance bond for the contractual extension with a new bond liability established by DAS.

Contractor(s) will be notified by DAS, in writing, to supply properly executed performance bonds in accordance with State regulations, prior to purchase order issuance.

Inquiries regarding municipal bond requirements may be directed to the DAS/Procurement Divisions, 165 Capitol Avenue, 5th floor south, Hartford, CT, Attn: Susan Thomas (860) 713-5091. This bond requirement is separate from the ConnDOT performance bond.

23. MUNICIPAL MATERIAL TESTING:

Product delivered under the Contract to any participating Municipality listed herein, will meet ConnDOT Reference File No. 139T, revised 06/29/10. Participating Municipalities will have the right to the same adjustment applications as the State of Connecticut.

EXHIBIT A
Description of Goods/Services
Road Salt for Snow and Ice Control – 10PSX0159

24. MUNICIPAL CONTRACT QUESTIONS:

Any contract delivery and/or general operating issues experienced by any participating Municipality MUST BE IMMEDIATELY DIRECTED TO:

Ms. Susan Thomas, Contract Specialist
Department of Administrative Services
165 Capitol Avenue
5th floor south
Hartford, CT 06105
Tel: 860-713-5091
e-mail: susan.thomas@ct.gov

CONNECTICUT GENERAL STATUTE

TITLE 14

Sec. 14-12a - Registration of certain motor vehicles garaged or operated in Connecticut (a) Any motor vehicle eligible for commercial registration as defined in section 14-1, unless exempt under the provisions of section 14-34, shall be registered in this State if: (1) It is most frequently garaged in this State, or, if not garaged at any fixed location, most frequently leaves from and returns to one or more points within this State in the normal course of operations. In the case of an owner-operator of the vehicle in question, registration hereunder shall be required only if the owner-operator has, within this State, one or more employees, agents, or representatives engaged in activities directly related to the physical movement of the vehicle, or if the owner-operator is himself engaged in such activities; or (2) it receives and discharges the same cargo or passengers within this State; provided, for the purposes of this section, the transfer of items of cargo or passengers from one vehicle engaged in an interstate journey to another vehicle engaged in an interstate journey shall not be considered receipt and discharge within this State if the cargo or passengers involved are being transported on a through bill or ticket.

(b) (1) For the purpose of this section, a declaration of the person registering a motor vehicle, made in such form as the motor vehicle department may prescribe, shall be prima facie evidence of the facts relevant to the application of subsection (a). (2) Consistent with the provisions of this section, the motor vehicle department shall have power to enter in agreements with the appropriate authorities of other States pursuant to which uncertainties as to the proper state of registration for motor vehicles may be determined an allocation of vehicles for purposes of registration made.

(c) Residence or domiciled of the owner, lessor or lessee of the motor vehicle, or the place where the owner, lessor or lessee is incorporated or organized, shall not be a factor in determining the necessity for registration of the vehicle in this State.

(d) A vehicle registered in this State pursuant to this section shall be registered in the name of the owner; provided, if the vehicle is being operated, or is to be operated, pursuant to a lease or other arrangement by a person other than the owner or his employees, the name of the owner shall appear on the registration followed by the term "lessor". A copy of any current lease pursuant to which the vehicle is being operated shall be carried in the vehicle at all times. The absence of a current lease in the vehicle shall be considered prima facie evidence that the vehicle is being operated by the owner.

(e) Nothing in this section shall be construed to prevent the registration of any motor vehicle in this State, if such vehicle is eligible for registration pursuant to any law of this State, and the person registering the vehicle desires such registration.

(f) Failure to register any motor vehicle required to be registered by this section shall be an infraction.

(1967, P.A. 684, S. 1-5; 1971, P.A. 75-577, S. 12, 126; P.A. 90-263. S 2, 74.)
History:; 1971 act substituted "commercial" for "self-propelled" motor vehicle in requirement for registration in Subsec. (a) and deleted references to repeal Secs. 14-30

EXHIBIT A

Description of Goods/Services

Road Salt for Snow and Ice Control – 10PSX0159

and 14-32; P.A. 75-577 added Subsec. (f); P.A. 90-263 amended Subsec. (a) to substitute motor vehicle eligible for commercial registration for commercial motor vehicle, other than a private passenger vehicle.

See chapter 881b re infractions of the law

Registration of commercial vehicles governed by this statute, not Sec. 14-12(a). 177C.

588, 591-593, Cited. 200 C. 102, 104

CONNECTICUT GENERAL STATUTE

TITLE 14

Cited. 20 CA 336, 338

Subsec. (a):

Cited. 177C. 588, 592, Subdics. (1) and (2) cited. Id., 588, 592

Subsec. (c):

Cited 177 C. 588, 591.

Exhibit B

PRICE SCHEDULE FOR: 10PSX0159

IMPORTANT! RETURN ORIGINAL AND ONE COPY

BID NO. :	
DELIVERY:	
TERMS:	CASH DISCOUNT: _____% ____DAYS
Payment terms are net 45 days. Any deviation may result in bid rejection	
Bidder:	
Bid prices shall include all transportation charges	

ITEM #	DESCRIPTION	U.O.I.	INITIAL ESTIMATED QTY. 2010 - 2011		Initial Total Qty	2010 - 2011 DELIVERED UNIT PRICE
			DOT	MUN	DOT & MUN	
	SALT DELIVERED by vendor to ANY LOCATION WITHIN A STORES AREA in accordance with Bid Requirement					
1	STORE AREA #DOT31 - DARIEN no. of DOT piles and participating MUN:	Ton	8,279 8	5,600 3	13,879 11	\$ _____
2	STORE AREA #DOT32 - BROOKFIELD no. of DOT piles and participating MUN:	Ton	9,723 6	15,900 11	25,623 17	\$ _____
3	STORE AREA #DOT33 - WATERBURY no. of DOT piles and participating MUN:	Ton	11,066 8	9,150 12	20,216 20	\$ _____
4	STORE AREA #DOT35 - HIGGANUM no. of DOT piles and participating MUN:	Ton	4,006 4	5,600 5	9,606 9	\$ _____
5	STORE AREA #DOT36 - LISBON no. of DOT piles and participating MUN:	Ton	6,980 7	3,930 10	10,910 17	\$ _____
6	STORE AREA #DOT37 - WINCHESTER no. of DOT piles and participating MUN:	Ton	11,584 9	4,300 5	15,884 14	\$ _____
7	STORE AREA #DOT38 - WETHERSFIELD no. of DOT piles and participating MUN:	Ton	17,919 9	7,300 6	25,219 15	\$ _____
8	STORE AREA #DOT39 - WEST WILLINGTON no. of DOT piles and participating MUN:	Ton	9,994 7	6,540 7	16,534 14	\$ _____
9	STORE AREA #DOT40 - PUTNAM no. of DOT piles and participating MUN:	Ton	8,989 8	9,800 12	18,789 20	\$ _____
10	STORE AREA #DOT41 - EAST GRANBY no. of DOT piles and participating MUN:	Ton	11,505 6	10,750 8	22,255 14	\$ _____
11	STORE AREA #DOT42 - EAST HAVEN no. of DOT piles and participating MUN:	Ton	7,413 5	1,900 4	9,313 9	\$ _____
12	STORE AREA #DOT90 - MILFORD no. of DOT piles and participating MUN:	Ton	9,474 8	8,600 6	18,074 14	\$ _____
13	STORE AREA #DOT92 - OLD SAYBROOK no. of DOT piles and participating MUN:	Ton	7,505 6	1,650 6	9,155 12	\$ _____
ConnDOT & MUNICIPAL TOTAL:			124,437	91,020	215,457	

Number of ConnDOT Piles & Participating Municipalities	91	95	186
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Exhibit B

PRICE SCHEDULE FOR: 10PSX0159

IMPORTANT! RETURN ORIGINAL AND ONE COPY

Page 2 of 2 Pages

BID NO. :	
DELIVERY:	
TERMS:	CASH DISCOUNT _____% ____DAYS
Payment terms are net 45 days. Any deviation may result in bid rejection	
Bidder:	
Bid prices shall include all transportation charges	

ITEM #	DESCRIPTION	U.O.I.	2010 - 2011
			PICK UP UNIT PRICE
	PICKUP OF BULK SALT AT VENDOR DESIGNATED DESIGNATED DEPOT BY STATE OR MUNICIPAL TRUCKS in accordance with Bid Requirements		
14	STORE AREA #DOT31 - DARIEN Any Participating Municipality/ State Agency in Area	Ton	\$ _____
15	STORE AREA #DOT32 - BROOKFIELD Any Participating Municipality/ State Agency in Area	Ton	\$ _____
16	STORE AREA #DOT33 - WATERBURY Any Participating Municipality/ State Agency in Area	Ton	\$ _____
17	STORE AREA #DOT35 - HIGGANUM Any Participating Municipality/ State Agency in Area	Ton	\$ _____
18	STORE AREA #DOT36 - LISBON Any Participating Municipality/ State Agency in Area	Ton	\$ _____
19	STORE AREA #DOT37 - WINCHESTER Any Participating Municipality/ State Agency in Area	Ton	\$ _____
20	STORE AREA #DOT38 - WETHERSFIELD Any Participating Municipality/ State Agency in Area	Ton	\$ _____
21	STORE AREA #DOT39 - WEST WILLINGTON Any Participating Municipality/ State Agency in Area	Ton	\$ _____
22	STORE AREA #DOT40 - PUTNAM Any Participating Municipality/ State Agency in Area	Ton	\$ _____
23	STORE AREA #DOT41 - EAST GRANBY Any Participating Municipality/ State Agency in Area	Ton	\$ _____
24	STORE AREA #DOT42 - EAST HAVEN Any Participating Municipality/ State Agency in Area	Ton	\$ _____
25	STORE AREA #DOT90 - MILFORD Any Participating Municipality/ State Agency in Area	Ton	\$ _____
26	STORE AREA #DOT92 - OLD SAYBROOK Any Participating Municipality/ State Agency in Area	Ton	\$ _____

EXHIBIT C

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political

Contract # 10PSX0159

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

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

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

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

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

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

Contract # 10PSX0159

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

serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT D (10PSX0159) 2010-11 MUNICIPAL REQUIREMENTS - ROAD SALT							Last update:	06/30/10	
#	Store #	Town Name	2010/11 Qty-Ton	Municipal 50% Guarantee	Storage Capacity	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
STORE #DOT31 - Darien									
1	DOT31	Darien	1,000	500	2,000	126 Ledge Road, Darien	Darren Oustafine, Asst. Dir., DPW	(203) 656-7365	(203) 656-7485
1	DOT31	Easton	600	300		15 Westport Road, Easton	Edward Nagy, Director Public Works	(203) 268-0714	(203) 261-7915
1	DOT31	Fairfield	4,000	2,000	2,000	One Rod Highway, Fairfield	Scott Bartlett, Super. Of PW	(203) 256-3176	(203) 256-3187
2	DOT31	Fairfield		0	1,000	Tunxis Hill Park, Melville Avenue, Fairfield	Scott Bartlett, Super. Of PW	(203) 256-3176	(203) 256-3187
10			30%						
3		Store #DOT31 Total	5,600	2,800	5,000				
STORE #DOT32 - Brookfield									
1	DOT32	Bethel	1,000	500	1,000	Sympaug Road, Bethel	Robert, Dibble, Highway Supt.	(203) 778-7435	(203) 778-7438
1	DOT32	Brookfield	2,500	1,250	600	81 Gray's Bridge Road, Brookfield	John Plummer, Supt. Of Roads	(203) 775-5315	(203) 775-4930
1	DOT32	Kent	1,200	600	500	38 Maple Street, Kent	J. Rick Osborne, Road Foreman	(860) 927-3491	(860) 927-3491
1	DOT32	New Fairfield	950	475	60	188 Route 37, New Fairfield	Robert Rzasa, Director Public Works	(203) 312-5629	(203) 312-5678
1	DOT32	Redding	3,000	1,500	500	28 Great Oak Lane, Redding	Bruce Sanford, Highway Superintendent	(203) 938-2801	(203) 938-3736
1	DOT32	Ridgefield	4,000	2,000	3,500	60 South Street, Ridgefield	Ellen Rossini, Office Manager	(203) 431-2748	(203) 438-5719
1	DOT32	Roxbury	750	375		31 North Street, Roxbury	Butch Finch, Road Foreman	(860) 354-8343	(860) 354-0560
1	DOT32	Sherman	500	250	75	43 Route 39 North, Sherman	Don Borkowski, Highway Supervisor	(860) 350-5514	(860) 355-6943
1	DOT32	Southbury	1,100	550	125	66 Peter Road, Southbury	Ronnie Metcalf, Road Foreman	(203) 262-0621	(203) 262-1588
1	DOT32	Washington	100	50	1,000	12 Blackville Road, Washington	Kevin Smith, Highway Director	(860) 868-7986	(860) 868-3450
1	DOT32	Woodbury	800	400	225	82 White Deer Rocks Road, Woodbury	Marge Warner, Administrative Asst.	(203) 263-3633	(203) 263-3348
15			73%						
11		Store #DOT32 Total	15,900	7,950	7,585				
STORE #DOT33 - Waterbury									
1	DOT33	Ansonia	200	100	450	North Division Street, Ansonia	Michael Schryver, Superintendent	(203) 736-5945	(203) 736-5943
1	DOT33	Beacon Falls	200	100	500	401 Lopus Road, Beacon Falls	Edward Bea, Road Foreman	(203) 729-6978	(203) 729-2926
1	DOT33	Bethlehem	500	250	250	28 Main Street South, Bethlehem	Mark Piccirillo, Director of Public Works	(203) 266-7448	(203) 266-7448
1	DOT33	Cheshire	1,200	600	600	1286 Waterbury Road, Cheshire	Joseph Michelangelo, Dir. Public Works	(203) 271-6650	(203) 271-6659
1	DOT33	Derby	450	225	100	1 Coon Hollow Road, Derby	Ron Culmo, Director of Public Works	(203) 736-1468	(203) 736-1470
1	DOT33	Harwinton	500	250	1,500	104 Locust Road, Harwinton	John D. Fredsall, Highway Supervisor	(860) 485-9051	(860) 485-0051
1	DOT33	Oxford	800	400	500	21 Great Oak Road, Oxford	Wayne Watt, Road Foreman	(203) 828-8118	(203) 888-3588
1	DOT33	Plymouth	500	250	150	42 Hillside Avenue, Plymouth	James Shultz, Highway Superintendent	(860) 585-4030	(860) 585-4067
1	DOT33	Prospect	500	250	60	221 Cheshire Rd, Rt 68	Gene McCarthy, Asst. Dir. Public Works	(860) 793-0221	(203) 758-4466
1	DOT33	Seymour	2,000	1,000	750	721 Derby Avenue, Seymour	Dawn Valeski, Asst. PW Dept Head	(203) 735-6028	(203) 881-5005
1	DOT33	Thomaston	1,000	500	500	32 Reynolds Bridge Road, Thomaston	Paul Pronovost, Supt. Of Highways	(860) 283-4030	(860) 283-4403
1	DOT33	Watertown	1,300	650	1,000	Old Baird Road, Watertown	Bill Batterton, Highway Supt.	(860) 945-5244	(860) 945-0457
2	DOT33	Watertown		0	150	91 Burton Street, Watertown	Bill Batterton, Highway Supt.	(860) 945-5244	(860) 945-0457
17			71%						
12		Store #DOT33 Total	9,150	4,575	6,510				

EXHIBIT D (10PSX0159) 2010-11 MUNICIPAL REQUIREMENTS - ROAD SALT **Last update: 06/30/10**

#	Store #	Town Name	2010/11 Qty-Ton	Municipal 50% Guarantee	Storage Capacity	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
STORE #DOT35 - Higganum									
1	DOT35	Durham	400	200	100	20 Cream Pot Road, Durham	Kurt Bober, Public Works Supervisor	(860) 349-1816	(860) 349-0284
1	DOT35	East Hampton	500	250	100	One Public Works Drive, East Hampton	Keith Hayden, Dir. of Public Works	(860) 267-4747	(860) 267-4172
1	DOT35	East Haddam	1,200	600	150	7 Hood Lane, East Haddam	Fred Thumm, Dir. of Public Works	(860) 873-5023	(860) 873-6014
1	DOT35	Middlefield	500	250	150	393 Jackson Hill Road, Middlefield	John Wyskiel, Road Foreman	(860) 349-7118	(860) 349-7115
1	DOT35	Middletown	3,000	1,500		485 Washington Street, Middletown	Salvatore Emanuele, P.W.Supt.	(860) 344-3511	(860) 343-3837
	7		71%						
	5	Store #DOT35 Total	5,600	2,800	500				
STORE #DOT36 - Lisbon									
1	DOT36	Colchester	200	100	400	300 Old Hartford Road, Colchester	Kevin Kelly, Highway Supervisor	(860) 537-1086	(888) 468-6093
1	DOT36	Franklin	150	75	75	171 Pond Road, Franklin	Richard Matters, First Selectman	(860) 642-6055	(860) 642-6606
1	DOT36	Griswold	700	350	35	1148 Voluntown Road, Griswold	Todd Babbitt, Highway Foreman	(860) 376-7080	(860) 376-7017
1	DOT36	Lebanon	700	350	125	Goshen Hill Road, Lebanon	Tom Conley, Public Works Foreman	(860) 642-7565	(860) 642-7716
1	DOT36	Montville	200	100	800	225 Maple Avenue, Uncasville	Don Bourdeau, Public Works Director	(860) 848-7473	(860) 848-7393
1	DOT36	North Stonington	500	250	200	11 Wyssup Road, North Stonington	Steve Holliday, PW Foreman	(860) 535-0924	(860) 535-8435
1	DOT36	Preston	300	150	50	423 Route 2, Preston	Robert Boyd, Road Foreman	(860) 917-6630	(860) 885-1905
1	DOT36	Salem	100	50	800	270 Hartford Road, Salem	Donald Bourdeau, P.W. Director	(860) 984-5468	(860) 859-1184
1	DOT36	Sprague	900	450		Rte. 97, Scotland Road, Sprague/Baltic	Mark Benson, Road Foreman	(860) 822-3000	(860) 822-3013
1	DOT36	Voluntown	180	90	50	210 Beach Pond Road, Voluntown	Ronald Millovitsch, Road Foreman	(860) 376-5880	(860) 376-3295
	14		71%						
	10	Store #DOT36 Total	3,930	1,965	2,535				
STORE #DOT37 - Winchester									
1	DOT37	Barkhamsted	500	250	1,000	33 New Hartford Road, Barkhamsted	Rich Novak, Highway Supervisor	(860) 379-1888	(860) 379-1722
1	DOT37	Canaan	300	150	75	DPW Garage, 100 Railroad Street, Canaan	Tim Downs, Manager, DPW	(860) 824-7239	(860) 824-4506
1	DOT37	Cornwall	750	375	260	24 Furnace Brook Road, Cornwall	Rick Stone, Foreman	(860) 672-6230	(860) 672-4068
1	DOT37	Goshen	2,000	1,000	600	38 Torrington Road, Goshen	Edward Perry, Supervisor	(860) 491-6029	(860) 491-6036
1	DOT37	Salisbury	750	375	400	52 Library Street, Salisbury	Don Reid, Road Foreman	(860) 435-5184	(860) 435-9174
	16		31%						
	5	Store #DOT37 Total	4,300	2,150	2,335				

EXHIBIT D (10PSX0159) 2010-11 MUNICIPAL REQUIREMENTS - ROAD SALT							Last update:	06/30/10	
#	Store #	Town Name	2010/11 Qty-Ton	Municipal 50% Guarantee	Storage Capacity	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
STORE #DOT38 - Wethersfield									
1	DOT38	East Hartford	500	250	2,500	61 Ecology Drive, East Hartford	Frank Cipoola, Highway Services Manager	(860) 291-7367	(860) 291-7370
1	DOT38	Farmington	750	375	1,000	544 New Britain Avenue Farmington	Scott Zenke, Hwy. Superintendent	(860) 675-2551	(860) 674-1076
1	DOT38	Glastonbury	500	250	6,000	2380 New London Turnpike, Glastonbury	Charles Little, Hwy Supervisor	(860) 818-3594	(860) 652-7758
1	DOT38	Manchester	4,000	2,000	2,000	263 Olcott Street, Manchester	Ken Longo, Field Services Supt.	(860) 647-3244	(860) 647-3237
1	DOT38	Plainville	800	400	200	23 Granger Lane, Plainville	Dominick Moschini, Hwy Supervisor	(860) 793-0221	(860) 747-9631
1	DOT38	Portland	750	375	1,000	Sage Hollow Road, Portland	Richard Kelsey, Dir. of Public Works	(860) 342-6734	(860) 342-6759
16			38%						
6		Store #DOT38 Total	7,300	3,650	12,700				
STORE #DOT39 - Willington									
1	DOT39	Bolton	800	400	200	98 Notch Road, Bolton	Lance Dimock, Hwy. Foreman	(860) 649-4302	(860) 649-4302
1	DOT39	Hebron	700	350	100	550 Old Colchester Road, Hebron	Andrew Tierney, Dir. of Public Works	(860) 228-2871	(860) 228-5988
1	DOT39	Mansfield	1,000	500		230 Clover Mill Road, Mansfield	Mark Kiefer, Supt. Of Public Works	(860) 429-1483	(860) 429-2206
1	DOT39	Stafford	1,200	600	300	80 Upper Road, Stafford Springs	Alan Wytas, Highway Superintendent	(860) 684-3448	(860) 684-1437
1	DOT39	Union	290	145	100	1024 Buckley Highway, Union	David Eaton, Public Works Director	(860) 684-4706	(860) 684-8830
1	DOT39	Vernon	1,500	750	500	383 Hartford Turnpike., Vernon	Mark Dziejdzinski, Foreman	(860) 916-6172	(860) 870-3505
1	DOT39	Willington	1,050	525	200	49 Hancock Road, Willington	Lynn Nichols, Director	(860) 684-9313	(860) 684-9313
13			54%						
7		Store #DOT39 Total	6,540	3,270	1,400				
STORE #DOT40 - Putnam									
1	DOT40	Brooklyn	1,500	750	300	Rukstels Road, Brooklyn	Tom Rukstels, Superintendent	(860) 774-2435	(860) 779-0806
1	DOT40	Canterbury	600	300	75	111 Kinne Road, Canterbury	Albert Botello, Dir. of Public Works	(860) 546-6604	(860) 546-9935
1	DOT40	Chaplin	400	200	100	456 Phoenixville Road, Rt. 198, Chaplin	Steven Guay, Road Foreman	(860) 455-0030	(860) 455-0027
1	DOT40	Eastford	500	250	100	264 Westford Road, Eastford	Ben Schmidt, Supervisor	(860) 974-2259	(860) 974-2259
1	DOT40	Hampton	250	125	75	88 Windham Road, Hampton	Daryl Christadore, Foreman	(860) 942-1229	(860) 455-0517
1	DOT40	Killingly	1,800	900	30	79 Putnam Pike, Dayville	David Sabourin, Super. of Hwy. Dept.	(860) 779-5385	(860) 774-7566
1	DOT40	Plainfield	1,000	500	100	1 Unity Road, Moosup	Stan Parcinski, Public Works Director	(860) 564-5801	
1	DOT40	Putnam	800	400	60	191 Church Street, Putnam	Gerald Beausoleil, Dir. of Public Works	(860) 963-6813	(860) 963-6816
2	DOT40	Putnam		0	120	151 Fox Road, Putnam	Gerald Beausoleil, Dir. of Public Works	(860) 963-6813	(860) 963-6816
1	DOT40	Sterling	250	125		225 Main Street, Sterling	Robert Jordan, Plowing Coord.	(860) 230-1217	(960) 564-1660
1	DOT40	Thompson	500	250	100	255 Buckley Hill Road, N. Grosvernordale	Leo Adams, Director Public Works	(860) 923-2680	(860) 923-3679
1	DOT40	Windham	1,200	600	150	Route 6, Boston Post Rd., N.Windham	Kathy Quinn, Administrative Asst.	(860) 465-3090	(860) 465-3096
1	DOT40	Woodstock	1,000	500	150	215 Coatney Hill Road, Woodstock	John Navarro, Crew Chief	(860) 974-0330	(860) 974-3103
15			80%						
12		Store #DOT40 Total	9,800	4,900	1,360				

EXHIBIT D (10PSX0159) 2010-11 MUNICIPAL REQUIREMENTS - ROAD SALT								Last update:	06/30/10
#	Store #	Town Name	2010/11 Qty-Ton	Municipal 50% Guarantee	Storage Capacity	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
STORE #DOT41 - Windsor									
1	DOT41	Bloomfield	2,500	1,250	600	21 Southwood Road, Bloomfield	Scott Short, Operations Manager	(860) 243-1480	(860) 243-1539
1	DOT41	East Granby	500	250	250	26 South Main Street., East Granby	Ed Hubbard, Foreman	(860) 653-6822	(860) 653-8015
1	DOT41	East Windsor	700	350	2,500	6 Woolam Road, East Windsor	Len Norton, Public Works Director	(860) 292-7073	(860) 292-7072
1	DOT41	Enfield	3,500	1,750	2,000	40 Moody Road, Enfield	Piya Hawkes, Director of Public Works	(860) 763-7599	(860) 272-1143
1	DOT41	Granby	100	50	100	52 North Granby Road, Granby	James Klase, Public Works Director	(860) 653-8960	(860) 653-8959
1	DOT41	Hartland	250	125	125	11 Welsh Road	Wade Cole, Road Foreman	(860) 653-1259	-
1	DOT41	Windsor	2,000	1,000	2,000	99 Day Hill Road, Windsor	Wayne Radke, Operations Manager	(860) 285-1855	(860) 285-1897
1	DOT41	Windsor Locks	1,200	600	200	6 Stanton Road, Windsor Locks	Kirk Montstream, Highway Foreman	(860) 627-1405	(860) 627-1407
13			62%						
8		Store #DOT41 Total	10,750	5,375	7,775				
STORE #DOT42 - East Haven									
1	DOT42	East Haven	500	250		461 North High Street, East Haven	Frank Apuzzo, Foreman	(203) 460-3329	(203) 468-3994
1	DOT42	Guilford	600	300	100	47 Driveway	John Volpe, Supt. Of Highways	(203) 453-8081	(203) 453-8099
1	DOT42	Madison	600	300	60	16 Fort Path Road, Town Garage, Madison	David Thomas, Highway Foreman	(203) 245-5684	(203) 318-8215
1	DOT42	North Branford	200	100	500	290 Forest Road, North Branford	Fran Merola, Dir. of Public Works	(203) 484-6060	(203) 484-6062
10			40%						
4		Store #DOT42 Total	1,900	950	660				
STORE #DOT90 - Milford									
1	DOT90	Bridgeport	700	350	700	752 East Main Street, Bridgeport	Robert Kennedy, Supervisor of Dist. Oper.	(203) 576-8123	(203) 576-3957
2	DOT90	Bridgeport		0	500	3115 Madison Avenue, Bridgeport	Robert Kennedy, Supervisor of Dist. Oper.	(203) 576-8123	(203) 576-3957
1	DOT90	New Haven	2,000	1,000		34 Middletown Avenue, New Haven	Jeffrey Pescosolido, Dep. Dir. Operations	(203) 946-6135	(203) 946-5839
1	DOT90	Shelton	1,500	750	1,500	41 Myrtle Street, Shelton	Williams O. Mooney, Supt.	(203) 924-9277	(203) 924-9961
1	DOT90	Stratford	2,000	1,000	5,000	550 Paterson Avenue, Stratford	Kevin White, Supt. Of Highways	(203) 385-4080	(203) 385-4082
1	DOT90	Trumbull	1,500	750	2,000	366 Church Hill Road, Trumbull	Thomas Baldwin, General Foreman	(203) 452-5070	(203) 452-5140
1	DOT90	West Haven	900	450	2,000	1 Collis Street, West Haven	Mark Paine, Asst. Comm./Pub. Works	(203) 937-3681	(203) 937-3581
9			67%						
6		Store #DOT90 Total	8,600	4,300	11,700				
STORE #DOT92 - Old Saybrook									
1	DOT92	Chester	250	125	250	12 Grote Road, Chester	John Divis, Foreman	(860) 526-0013	(860) 526-0004
1	DOT92	Killingworth	300	150	1,000	323 Rte. 81	Walter Adametz, Road Foreman	(860) 663-0875	(860) 663-0876
1	DOT92	Lyme	250	125	50	215 Hamburg Road, Lyme	Don Green, Road Supervisor	(860) 434-5675	(860) 434-2989
1	DOT92	Old Lyme	300	150	300	3 Machnik Drive, Old Lyme	Edward Adants, Acting Supt., DPW	(860) 434-2461	(860) 434-3026
1	DOT92	Old Saybrook	350	175	50	497 Middlesex Turnpike, Old Saybrook	Larry Bonin, Director Public Works	(860) 395-3123	(860) 395-3125
1	DOT92	Stonington	200	100	400	86 Alpha Avenue, Stonington	Lou Dicesang, Highway Supervisor	(860) 460-7648	(860) 535-1023
14			43%						
6		Store #DOT92 Total	1,650	825	2,050				
169		TOTAL Number of Towns	91,020	45,510	62,110				
95		Number of Participating Towns in CT							
56%		Percent of Participating Towns							

EXHIBIT E ('10PSX0159) 2010-11 ConnDOT SALT PILE LISTING BY STORES LOCATION (w/EST. QUANTITIES BY STORE AREA)		
STORES #DOT31 - DARIEN		
131/035	DARIEN	2,018
131/051	FAIRFIELD	1,384
131/057	GREENWICH	278
131/090	NEW CANAAN	1,635
131/135	STAMFORD	335
131/158	WESTPORT	1,961
131/161	WILTON	668
TOTAL:		8,279
STORES #DOT32 - BROOKFIELD		
132/034	DANBURY	3,746
132/067	KENT	706
132/096	NEW MILFORD	2,132
132/097	NEWTOWN	527
132/130	SOUTHURBY	1,866
132/150	WASHINGTON	746
TOTAL:		9,723
STORES #DOT33 - WATERBURY		
133/006	BEACON FALLS	1,604
133/010	BETHLEHEM	598
133/124	SEYMOUR	704
133/131	SOUTHINGTON	2,677
133/140	THOMASTON	424
133/151	WATERBURY	2,642
133/166	WOLCOTT	391
133/240	THOMASTON	2,026
TOTAL:		11,066
STORES #DOT35 - HIGGANUM		
135/042	EAST HAMPTON	523
135/079	MARLBOROUGH	1,114
135/083	MIDDLETOWN	1,758
135/283	MIDDLETOWN	611
TOTAL:		4,006
STORES #DOT36 - LISBON		
136/028	COLCHESTER	1,510
136/053	FRANKLIN	718
136/058	GRISWOLD	604
136/104	NORWICH	1,383
136/114	PRESTON	575
136/121	SALEM	487
136/204	NORWICH(OCCUM)	1,703
TOTAL:		6,980
STORES #DOT37 - WINCHESTER		
137/005	BARKHAMSTED	953
137/020	BURLINGTON	800
137/031	CORNWALL	1,861
137/074	LITCHFIELD	1,627
137/098	NORFOLK	1,184
137/100	NORTH CANAAN	1,049
137/125	SHARON	421
137/143	TORRINGTON	1,463
137/162	WINCHESTER	2,226
TOTAL:		11,584
STORES #DOT38 - WETHERSFIELD		
138/007	BERLIN	1,167
138/043	EAST HARTFORD	2,971
138/052	FARMINGTON	493
138/054	GLASTONBURY	2,188
138/064	HARTFORD	1,637
138/119	ROCKY HILL	1,357
138/159	WETHERSFIELD	2,326
138/252	FARMINGTON	3,027
138/280	MERIDEN	2,753
TOTAL:		17,919

EXHIBIT E ('10PSX0159) 2010-11 ConnDOT SALT PILE LISTING BY STORES LOCATION (w/EST. QUANTITIES BY STORE AREA)		
STORES #DOT39 - WEST WILLINGTON		
139/012	BOLTON	1,254
139/067	HEBRON	467
139/078	MANSFIELD	564
139/134	STAFFORD	777
139/145	UNION	1,851
139/146	VERNON	3,244
139/160	WILLINGTON	1,837
TOTAL:		9,994
STORES #DOT40 - PUTNAM		
140/003	ASHFORD	249
140/022	CANTERBURY	1,391
140/109	PLAINFIELD	1,196
140/112	POMFRET	1,160
140/116	PUTNAM	2,068
140/141	THOMPSON	336
140/169	WOODSTOCK	446
140/178	MANSFIELD	2,143
TOTAL:		8,989
STORES #DOT41 - EAST GRANBY		
141/004	AVON	1,412
141/040	EAST GRANBY	2,403
141/047	EAST WINDSOR	2,989
141/065	HARTLAND	881
141/128	SIMSBURY	1,129
141/164	WINDSOR	2,691
TOTAL:		11,505
STORES #DOT42 - EAST HAVEN		
142/014	BRANFORD	1,618
142/060	GUILFORD	1,730
142/101	NORTH HAVEN	2,037
142/148	WALLINGFORD	1,884
142/201	NORTH HAVEN	144
TOTAL:		7,413
STORES #DOT90 - MILFORD		
190/084	MILFORD	1,174
190/085	MONROE	773
190/093	NEW HAVEN	415
190/107	ORANGE	1,887
190/138	STRATFORD	754
190/144	TRUMBULL	1,254
190/238	STRATFORD	1,563
190293	NEW HAVEN-Blvd	1,654
TOTAL:		9,474
STORES #DOT92 - OLD SAYBROOK		
192/045	EAST LYME	566
192/059	GROTON	2,017
192/061	HADDAM	2,247
192/106	OLD SAYBROOK	1,435
192/152	WATERFORD	1,110
192/154	WESTBROOK	130
TOTAL:		7,505

EXHIBIT F
10PSX0159

Connecticut Department of Transportation
Bureau of Engineering and Construction
Specification for Road Salt–Sodium Chloride

REFERENCE FILE NO. 139T

Revised June 29, 2010

Scope: This specification prescribes the composition, storage, inspection, acceptance and delivery of road salt obtained from natural deposits/artificially produced, which is to be used for snow and ice control on highways and bridges.

Requirements: All road salt will conform to AASHTO M 143 (ASTM D-632) Type 1, with the exceptions and additions stated herein. When material is not in conformance as stated herein, and the state formally agrees to accept such material, payment reduction will apply and will be the sum of the individual reductions based on the bid price.

Vendor's Stockpiles: At the vendor's location, the stockpile will be covered to protect materials from moisture and other environmental conditions. Road salt from different origins (natural deposits/artificially produced) will be stockpiled separately.

Material Acceptance:

PURITY: The road salt requirements for material acceptance will be as stated in AASHTO M-143 (ASTM D-632) Type 1, except sections 9.1.2 and 11.2 will not apply. It is intended that only products meeting the specified sodium chloride content (95.0 percent or greater) will be accepted; however, at the sole discretion of the Department of Transportation, road salt having a purity of less than 95.0 percent sodium chloride content may be accepted with an adjustment in payment in accordance with Table 1.

TABLE 1: Adjustment in Payment for Purity of Sodium Chloride

Percent of Sodium Chloride	Percent Payment of Unit Bid Price
95.0% to 100%	100
93.0% to 94.9%	95
91.0% to 92.9%	90
90.9% & below	75

Grading: The gradation requirements for material acceptance will be as stated below. Failure to conform to these requirements may result in rejection of the stockpile. If non-conforming material is accepted, a reduction in payment of 2 percent per screen will be assessed for deviations in the gradation.

Sieve Size	Percent Passing by Weight
12.5 mm (1/2in.)	100
9.5 mm (3/8in.)	95 to 100
4.75 mm (No.4)	20 to 90
2.36 mm (No.8)	10 to 60
600 µm (No.30)	0 to 15

Moisture: Full payment will apply to the road salt when its moisture content does not exceed three (3.0) percent. Road salt with a moisture content greater than three (3.0) percent may be accepted at the discretion of the ConnDOT, with an adjustment in weight for moisture content over three (3.0) percent.

Anticaking Agent: Road salt furnished under this contract will be free flowing and granular. All bulk road salt will be treated with an approved conditioner, such as sodium ferrocyanide, to prevent caking while in storage. This treatment will be prior to shipping product from the origin (natural deposits/artificially produced). This conditioner will be visible and introduced uniformly throughout the road salt at a maximum rate of 50 parts per million or 0.0050 percent.