

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414



Susan Thomas
Contract Specialist

(860) 713-5091
Telephone Number

NOTICE TO VENDORS: Logon to
<http://www.das.state.ct.us/busopp.asp>
select the **Bidder Notification System &**
complete the form to automatically receive a synopsis
of new Bids & RFP's **via e-mail.**
Addresses for undeliverable e-mails will be deleted.

www.das.state.ct.us/busopp.asp

DAS CT State Web Site

susan.thomas@po.state.ct.us

Contract Specialist E-mail Address

(860) 622-2939

Fax Number

Invitation for Bids

SPECIFICATIONS & BID DOCUMENTS ATTACHED

Bid Number: **05PSX0243** Bid Opening Date & Time: **6 September 2005 at 2:00 PM Eastern Time**

Bid Description: **Road Salt for Snow and Ice Control (Stores #138 and #141 Only)**

Special Instructions: **No Special Instructions**

This contract replaces the following contract award(s) in part or in total: **04PSX0209**

SEALED BID NO.: **05PSX0243**

NOT TO BE OPENED UNTIL: **6 September 2005**
2:00 PM Eastern Time

Return Bid To:

PROCUREMENT SERVICES
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
165 CAPITOL AVE 5th FLOOR SOUTH
PO BOX 150414
HARTFORD CT 06115-0414

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

Bids cannot be accepted after specified
Bid Opening Time.

**Vendors will not be admitted to state
buildings without a valid photo ID.**

Hand-delivered bids must be brought to:
DAS Customer Service
Room 110
165 Capitol Avenue,
Hartford, CT

STATE OF CONNECTICUT

BIDDER'S CHECKLIST

Bid Number: 05PSX0243
--

READ CAREFULLY

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

- ___ 1. The **Bid Proposal** (SP-26) **must be signed** by a duly authorized representative of the company. *Unsigned bids automatically rejected.*
- ___ 2. The **Proposal Schedule** (SP-16) **must be included** with your bid and contain the following:
- ___ a. VENDORS NAME **MUST BE** IN THE UPPER RIGHT CORNER OF ALL PROPOSAL 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. **Vendor Affidavit** must be signed, notarized, and returned with bid. Failure to do so may result in bid rejection.
- ___ 4. Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
- ___ 5. If required the amount of **bid surety** has been checked and the surety has been included.
- ___ 6. Form DAS-45 or SP-34 (as applicable) 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.
- ___ 7. Any addenda (SP-18) to the bid have been signed and included.
- ___ 8. MAKE SURE TO INCLUDE THE **ORIGINAL PROPOSAL SCHEDULE PAGES** (SP-16) ALONG WITH **ONE COPY** (unless more copies are requested within the bid specifications).
- ___ 9. The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
- ___ 10. 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
PO Box 150414
Hartford, CT 06115-0414
- ___ 11. The bid is mailed or hand-delivered in-time to be received no later than the designated opening date and time. **Late bids are not accepted under any circumstances.** Please allow enough time if mailing in your bid. Hand-delivered bids must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Ave, Hartford, CT.
- ___ 12. **Do not return** pages that you are not quoting on. **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO BOX 150414
HARTFORD, CT 06115-0414

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

BID NO. 05PSX0243

Read & Complete
Carefully

BID NO: 05PSX0243	BID DUE DATE: 6 September 2005	BID DUE TIME: 2:00 PM Eastern Time	BID SURETY: See Bid – Performance Bond	DATE ISSUED: 15 August 2005
-----------------------------	--	--	--	---------------------------------------

DESCRIPTION: **Road Salt for Snow and Ice Control (Stores #138 and #141 Only)**

FOR: Department of Transportation - 5000 2800 Berlin Tpke., Newington, CT 06111 and All Using State Agencies Connecticut Political Sub-Divisions	TERM OF CONTRACT / DELIVERY DATE REQ'D: Date of Award through June 30, 2006
Agency Requisition Number(s): 00002599	

INVITATION FOR BIDS: Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed proposals will be received by Procurement Services for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed to state agencies.

NOTE: Bidder means Individual/Sole Proprietor, Partnership or Corporation name.

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 constitutes grounds for rejection of your bid.

Section 1 of 4 - **BIDDER INFORMATION**

COMPLETE BIDDER LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP			
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)			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER			DATE EXECUTED
← SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.			

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


STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO BOX 150414
HARTFORD, CT 06115-0414

BID NO.
05PSX0243

Read & Complete
Carefully

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

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address & Contact information on back of this form.				
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

CONTACT INFORMATION: NAME (TYPE OR PRINT)		
1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1 ST PAGER:
CELLULAR:		2 ND PAGER:
1 ST FAX NUMBER:		TOLL FREE PHONE:
2 ND FAX NUMBER:		TELEX:
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER		DATE EXECUTED
 SIGN HERE		
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH CERTIFICATE COPY TO BID) <input type="checkbox"/> NO		
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.		

FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	<input type="checkbox"/> EDI
If EDI was selected, give us a person to contact in your company to set up EDI:			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION BELOW IF REQUIRED

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO BOX 150414
HARTFORD, CT 06115-0414
Page 3 of 3

BID NO.
05PSX0243

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

Read & Complete
Carefully

Section 2 of 4 – **IMPORTANT INFORMATION FOR BIDDERS**

AFFIRMATION OF BIDDER: The abovesigned bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of Form SP-19 of current issue and in effect on the date of bid issue. Form SP-19, entitled Standard Bid and Contract Terms and Conditions are made a part of the contract.
2. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of all Special Bid Terms and Conditions attached hereto.
3. That should any part of this proposal be accepted in writing by Procurement Manager within thirty (30) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL BID AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of thirty (30) days or an earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.
4. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the PROPOSAL SCHEDULE at the prices bid therein.
5. **Should Procurement Services determine that bidder has not completed Section 3 - Bidder Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this bid.**

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

The abovesigned 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 the State of Connecticut or the Federal Government.

YES NO

The abovesigned 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 abovesigned bidder and/or any company official or any subcontractor to the bidder and/or any company official *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____

Section 4 of 4 – **OTHER NOTICES**

Notice regarding Package Handling at 165 Capitol Avenue

As part of new security processes, all mail, packages and parcels, **including bids**, delivered to the State Office Building at 165 Capitol Avenue will be opened and examined by trained mail handling staff. Bids will then be resealed, forwarded to Procurement Services, and opened as scheduled. This procedure also applies to hand- carried packages.

Bidders, note that additional time will be required to carry out these procedures. Allow extra time for processing of mail or personally delivered bids to Procurement Services. Remember, Bids cannot be accepted after Bid Opening Time specified on the bid.

NOTE: ALWAYS USE MAILING LABEL INCLUDED WITH EACH BID ON ALL PACKAGES WHEN RETURNING THE ORIGINAL & ONE COPY OF YOUR BID RESPONSE.

SIGNATURE OF AUTHORIZED PERSON IN SECTION 1 CONSTITUTES AGREEMENT WITH ALL PROCEDURES INDICATED ABOVE.

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID NO.:
05PSX0243

Standard Bid and Contract Terms and Conditions - Page 1 of 4

All Invitations For Bids issued by the Department of Administrative Services, Procurement Services will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by Procurement Services. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. 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 Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. 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 shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal 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 which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.

5. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the 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. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All bids will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. 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

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Procurement Services 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.

16. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.

Contract

17. 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.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 1/05
(Prev. Rev. 11/02)
Susan Thomas
Contract Specialist

(860) 713-5091
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID NO.:
05PSX0243

Standard Bid and Contract Terms and Conditions - Page 2 of 4

execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

21. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

22. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

23. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

25. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

26. Deliveries are subject to re-weighing on State sealed scales.

27. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

28. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

Tangible Personal Property

29. (a) For any contract for provision of tangible personal property to the state entered into on or after the effective date of this section, each department head, as defined in section 4-5 of the general statutes, shall enter into an agreement with the contractor pursuant to which such contractor shall agree, on its own behalf and on behalf of each affiliate, as defined in subsection (d) of this section, of such contractor, for the term of the state contract, to collect and remit to the state on behalf of its customers any use tax due to the state under the provisions of chapter 219 of the 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 its affiliates were engaged in the business of selling tangible personal property for use in this state and had sufficient nexus with this state to be required to collect use tax due to the state. (b) The following provisions shall apply to and be made part of any agreement entered into pursuant to subsection (a) of this section: (1) The contractor and its affiliates are not liable for use tax not paid to them by a customer; (2) A customer's payment of a use tax to the contractor or its affiliates relieves the customer of liability for the use tax; (3) The contractor and its affiliates shall remit all use taxes they collect from customers on or before the due date specified in the agreement, 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; and (4) Any contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes. (c) Any agreement entered into under subsection (a) of this section may provide that the contractor and its affiliates shall collect the use tax only on items that are subject to the six per cent rate of tax. (d) For purposes of this section, "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. For purposes of this subsection, "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. (PA 03-01 Sec.105)

Saving Clause

30. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 1/05
(Prev. Rev. 11/02)
Susan Thomas
Contract Specialist

(860) 713-5091
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID NO.: 05PSX0243

Standard Bid and Contract Terms and Conditions - Page 3 of 4

Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

31. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

Rights

32. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

33. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

33. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

34. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 1/05
(Prev. Rev. 11/02)
Susan Thomas
Contract Specialist

(860) 713-5091
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID NO.: 05PSX0243

Standard Bid and Contract Terms and Conditions - Page 4 of 4

Records, Files, and Information

35. The contract resulting from the ITB is subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. 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 (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. 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 the Freedom of Information Act. 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.

36. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

Health Insurance Portability and Accountability Act (HIPAA)

37. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that

it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

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

Bid Number:
05PSX0243

Company Name Street Address City State	Contact Person	Phone Number	Date
---	----------------	--------------	------

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.

ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js

SCOPE

This bid is for a contract to supply road salt to the State of Connecticut Department of Transportation ("DOT") Stores Locations #138-Wethersfield and #141-East Granby and those participating municipalities (the "Municipalities") within those Stores Areas, that have committed their requirements for **ROAD SALT** for Snow and Ice Control . The contract period will be from Date of Award to June 30, 2006.

DAS and DOT will function as the lead jurisdictions under this contract, but each Municipality by committing its requirements, will receive proportionate shares of the contractual benefits.

The offer to participate in this contract shall also be extended to Other State Agencies and Institutions.

The general intent behind this contract is that the lead jurisdictions (DAS and DOT) shall 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 Areas. This shall include and not be limited to modification or termination of the contract with a vendor, or a contract breach by a vendor that affects any or all Municipalities. The lead jurisdictions also shall carry out the specific functions and duties described in this contract. In general, the Municipalities shall handle and resolve matters affecting their particular business with the vendor.

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

EXTENSION OF CONTRACT FOR USE BY POLITICAL SUB-DIVISIONS OR NOT FOR PROFIT ORGANIZATIONS:

Bidders are NOT required to offer the extension of this contract to NON PARTICIPATING Political Sub-Divisions of the State (Towns and Municipalities) and Not-For-Profit Organizations.

The State would appreciate the Bidder offering the same contract terms and conditions to the Political Sub-Divisions and Not-For-Profit Organizations. *However, the bidder may amend the contract terms and conditions that apply to the NON-PARTICIPATING Political Sub-Divisions and Not-For-Profit Organizations.* Bidder must complete, in detail, the qualification section of Form SP-13, Political Sub-Divisions Supplement if the contract terms are amended by the bidder.

MATERIAL QUALITY

The quality of the material delivered under the terms of this contract shall be in strict accordance with the DOT Reference File 139-R, Issued July 7, 1955, Revised 6/1/98, a copy of which is contained herein. Penalties will be assessed as stated in the Reference File.

ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js

MATERIAL SAFETY DATA SHEETS

AWARDED VENDORS MUST PROVIDE MATERIAL SAFETY DATA SHEETS WITHIN 20 DAYS AFTER AWARD. THEY MUST BE SENT TO:

State of Connecticut - Department of Transportation
2800 Berlin Turnpike
P. O. Box 317546
Newington, Connecticut 06131-7546
Attention: Janice Snyder - Purchasing - Room 1345

DOT MATERIAL TESTING

All test samples will be lifted by an authorized DOT representative. Upon request by the vendor, the DOT representatives' names will be furnished by the Division of Purchasing of Materials Management.

All testing will be performed and processed by the DOT's Materials Testing Laboratory, 280 West Street, Rocky Hill, Connecticut 06067. **TEST RESULTS WILL BE FINAL AND NOT SUBJECT TO CHALLENGE.**

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

INITIAL PRE-AWARD QUALIFICATION: Vendor stockpiles LISTED ON THE PROPOSAL SCHEDULE OF THE BID RETURN WILL BE INITIALLY SAMPLED FOR PRODUCT CONFORMANCE TO BID SPECIFICATIONS FOR PURITY, MOISTURE AND GRADATION PRIOR TO AWARD. Salt handling depots listed on the proposal schedule **MUST BE OPERATIONAL WITH MATERIAL IN PLACE AT THE TIME OF THE BID OPENING.** Depots not meeting this requirement **WILL NOT BE CONSIDERED** under BASIS OF AWARD. DOT may, at its discretion, **DISAPPROVE ANY Depot** listed on the Proposal Schedule and/or deny an award to any vendor whose product quality does not meet specifications in accordance with REFERENCE FILE 139-R, Rev. 6/1/98

ROUTINE TESTING: Routine testing for moisture content will occur approximately every ten (10) CALENDAR days while deliveries are being made under this contract. Results of current tests will be in effect until the next subsequent test has been completed. Routine testing may also be for purity and gradation as so designated by the DOT without prior notification to the vendor.

VENDOR RE SUPPLY: Purity, moisture and gradation testing will occur when vendor's stockpiles are re-supplied from their sources. Vendors are required to notify DOT's, Division of Purchasing and Materials Management when re-supply occurs at their contracted Depots.

**ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js**

DOT MATERIAL TESTING - continued

PENALTIES: In no event shall a buyer under this contract be required to accept salt that does not meet the standards set forth in DOT Reference File Number 139-R, Rev. 6/1/98; salt that would require the imposition of a penalty under that document's terms need not be approved by DOT nor accepted by any purchaser under this contract. If, however, DOT decides to approve substandard material for delivery, penalties for failing moisture, purity and/or gradation requirements will be applied as per DOT's Accounts Payable Unit and by similar Departments in participating Municipalities, in accordance with Reference File Number 139-R, Rev. 6/1/98. Upon request, DOT will furnish the vendor with copies of test reports filed by its Materials Testing Laboratory.

SPECIAL REQUIREMENTS

Bidding vendors must be authorized distributors of Road Salt at the time of bid opening and for the term of the contract, and must conform to all SPECIAL BID TERMS & CONDITIONS.

BIDDING VENDORS MUST PROVIDE WRITTEN CERTIFICATION FROM THE PRODUCER guaranteeing that the bidder has access to the product for the term of the contract. This MUST BE A PART OF THE BID RETURN. Failure to comply shall result in the bid's rejection as non-responsive.

Bidding vendors must also ensure that all proper operating permits regarding salt storage, weighing and trucking are in place for the term of the contract.

DOT requests consideration be given to Connecticut DBE/SBE truckers. DOT will provide a list of certified DBE/SBE truckers upon request.

In respect to matters not covered in these provisions, nothing herein is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provision concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of the contract. **The Department of Transportation's Screening Committee has approved a 0% percent SBE Goal for this contract.**

LAWS

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

STATE REGULATIONS PERTAINING TO OVERWEIGHT VEHICLES WILL BE STRICTLY ENFORCED. DOT 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 may be brought to the attention of the proper Connecticut Public Safety Authorities for their review and/or action.

ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js

LAWS - continued

UNDER NO CIRCUMSTANCES MAY ANY MATERIAL UNDER THIS CONTRACT BE DELIVERED UNLESS TRUCKS ARE PROPERLY COVERED TO PROTECT THE MATERIAL, PREVENT SPILLAGE AND MEET ALL ENVIRONMENTAL REQUIREMENTS.

Awarded vendors utilizing their company-owned trucks for hauling road salt under the terms of this contract MUST ADHERE TO SECTION 14-12a, REGISTRATION OF CERTAIN MOTOR VEHICLES GARAGED OR OPERATED IN CONNECTICUT. A copy of this statute is included herein.

BID PRICES

Bidding vendors are to insert the net unit price, per ton, as specified on the Proposal Schedule, which they will charge for the purchase of road salt under the contract terms and conditions.

Prices submitted will be used by DOT and Participating Municipalities and/or Political Subdivisions so noted hereunder and Other State Agencies.

No price adjustments for any reason will be considered

Bidders must supply unit bid prices for the following categories:

DELIVERED PRICES: Net Unit Price per Ton for salt delivered by the vendor shall include freight or transportation rates in effect on the date of bid submission. All delivered material will be F.O.B. DESTINATION to any location with a designated Stores Area. *IT IS THE INTENT OF THE CONNECTICUT DEPARTMENT OF TRANSPORTATION TO HAVE ALL REQUESTED SALT DELIVERED BY THE VENDOR.* (Proposal Schedule Items 1 & 2)

NOTE TO BIDDING VENDORS: *Reserve Pile quantities (as required) have been placed into their appropriate Stores Area and will be considered working piles. Salt for reserve piles will be a one time bulk delivery.*

DOT PERFORMANCE BOND

Vendors are required to utilize the attached DOT PERFORMANCE BOND form. Any other type of bond will NOT BE ACCEPTED. Performance bonds will be held by the DOT for the entire contract period to protect and ensure deliveries on all DOT open orders from the awarded vendor for that particular winter season. Bond liability shall be 50% of the initial purchase orders. INITIAL BONDS WILL BE RELEASED AT THE END OF THE INITIAL CONTRACT PERIOD, UNLESS DOT HAS BROUGHT OR

**ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js**

DOT PERFORMANCE BOND - continued

DECLARES ITS INTENTION TO BRING A CLAIM THEREUNDER, in which cases the bond will not be released until the claim is resolved to the satisfaction of DOT.

Awarded vendor(s) will be notified by DOT in writing to supply properly executed Performance Bonds in accordance with State regulations, prior to salt delivery.

Failure to comply with any of these terms may result in award cancellation.

NOTE: THIS BOND IS SEPARATE FROM THE MUNICIPAL BOND REQUIREMENT. SEE MUNICIPAL PERFORMANCE BOND.

SAVINGS CLAUSE

The awarded vendors shall not be held liable for delays or failures due to causes beyond their reasonable control, including acts of God, War, Fires, Strikes, or Embargoes, provided that the contractor, within five (5) days of such occurrence, gives written explanation of the cause of any such delays, and/or failures. DAS shall then ascertain the facts and extent of the delay and/or failure and the findings of fact thereon shall be final and conclusive.

DELIVERY - GENERAL

It is the intent of DOT to have 100% of its CAPACITY delivered annually prior to NOVEMBER 1.

Every truckload of road salt delivered under the terms of this contract will be on NUMBERED DELIVERY TICKETS, SIGNED BY THE AWARDED VENDOR'S ASSIGNED LICENSED WEIGH MASTER.

Deliveries to DOT may require the transfer of equipment and personnel. Therefore, scheduling is of utmost importance in the salt procurement functional process. Awarded vendors are to advise their distributors/depots to strictly adhere to delivery schedules set between them and DOT. Changes in delivery schedules at the distributor/depot level must be confirmed **IMMEDIATELY** with the appropriate DOT representative.

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

- Awarded vendor's name
- Depot location
- Gross Vehicle Weight (GVW), Tare and Net Weight
- Purchase Order/Requisition Number
- Truck Number

**ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js**

DELIVERY - GENERAL - continued

- Stockpile number and location
- Signature of Awarded Vendor's assigned licensed weigh master
- SIGNATURE OF DOT 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 DOT or Municipal representative.

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 DOT or Municipal representative. Routine delivery times are from 8:00 a.m. to 3:30 p.m. , Monday through Friday. Awarded vendors shall designate a representative responsible for accepting and scheduling routine deliveries, FOR EACH DEPOT.

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 DOT or Municipal representative. Emergency/After Hour delivery times may be required to be made any day of the week from 3:30 p.m. to 8:00 a.m., including weekends and holidays. Awarded vendors shall designate a representative responsible for accepting and scheduling EMERGENCY/AFTER HOUR delivery, FOR EACH DEPOT.

VENDOR'S STOCKPILES

Vendor's stockpiles shall be constructed in a manner that will provide free drainage, satisfactory access for loading and freedom from any foreign materials, and shall comply with Federal EPA and/or State DEP regulations. Inspections of vendor stockpile facilities will occur initially during the PRE-AWARD QUALITIFICATION PROCESS for material quality; immediately after award; and then approximately every ten-(10) CALENDAR days during the contract period. Inspections will be performed by an authorized DOT representative and will include the following:

- Materials Testing (purity, moisture, gradation)

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

Any issues involving the above will be directed to the sales representative of the appropriate company.

**ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js**

VENDOR'S STOCKPILES - (continued)

Awarded vendors **WILL NOT BE ALLOWED TO DELIVER FROM ANY STOCKPILE WHICH HAS NOT BEEN APPROVED BY AN AUTHORIZED DOT REPRESENTATIVE.** Awarded vendors may REQUEST APPROVAL to bring new stockpile locations on line during the term of the contract. Awarded vendors must provide a written request for approval of a new stockpile location to DOT stating the exact location, contact person and tonnage availability. DOT will inspect and approve the facility prior to receipt of deliveries. Such written requests must be directed to Ms. Janice Snyder, Asst. Director of Purchasing & Materials Management, State of Connecticut, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546.

DOT QUANTITIES

DOT's average annual usage based on a ten-(10) year **HISTORICAL USAGE for Stores #138 and #141 is 25,465 tons.**

DOT's estimated **INITIAL PURCHASE QUANTITY** for Stores #138-Wethersfield and #141-East Granby for the 2005/06 Winter Season is 19,955 **tons**. DOT has an approximate beginning balance on hand of 4,966 tons in the WORKING PILES and the beginning balance on hand in the two-(2) Reserve Piles is 0 tons for a total of approximately 4,966 tons on hand statewide.

Also contained herein is an historical "purchasing" record of DOT's initial order and ACTUAL PURCHASE QUANTITIES. It is understood and agreed that the contract shall cover only the actual quantities ordered for delivery from authorized DOT representatives.

DOT CONTRACT GUARANTEE

DOT will issue purchase orders to the awarded vendors for the **ENTIRE ESTIMATED PURCHASE QUANTITY AS LISTED IN THESE BID TERMS AND CONDITIONS.** DOT will guarantee that a minimum of 100% of the **initial purchase order quantity(by vendor)** will be purchased and delivery taken from the awarded vendor during the contract period. DOT statewide initial purchase order quantity for the 2005/06 winter season is 19,955 Tons.

AWARDED VENDORS WILL BE REQUIRED TO SUPPLY INCREASED TONNAGE THROUGHOUT THE ENTIRE CONTRACT PERIOD, FROM DATE OF AWARD TO JUNE 30, 2006 regardless of initial quantities. For planning purposes only, a listing of DOT working piles and their historical annual usage is contained herein.

**ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js**

BASIS OF AWARD

Any alteration of the bid form or qualification of prices shall be deemed sufficient cause for rejection of the bid.

LOW BID MAY NOT BE THE SOLE DETERMINING FACTOR IN AWARD. DOT reserves the right to purchase material from the most economical, reasonable source of acceptable supply, with consideration to the following, not necessarily listed in order of importance:

- Results of PRE-AWARD QUALIFICATION for product quality
- CERTIFICATION FROM THE PRODUCER
- Tonnage guarantee availability with respect to DOT **AND** Municipal requirements.
- Number of trucks available for delivery for BOTH DOT AND MUNICIPAL ORDERS
- **Past performance and ability of vendor to meet ALL DELIVERY REQUIREMENTS, regardless of severity of the applicable winter season.**
- Material Quality/Conformance to Reference File #139-R, Rev. 6/1/98
- Overall completeness of proposal schedule
- **Length of haul and vendor stockpile geographical location as listed on the PROPOSAL SCHEDULE with regard to transportation routes and mileage from source to any given Stores Area.**

DOT RESERVES THE RIGHT TO LIMIT THE AWARD BY STORES AREAS TO ANY ONE VENDOR BASED ON ANY OR ALL OF THE ABOVE AND TO DISTRIBUTE THE AWARD **TO AS MANY ACCEPTABLE BIDDERS** IN A MANNER DEEMED IN THE BEST INTEREST OF THE STATE and MUNICIPALITIES to ENSURE ADEQUATE SOURCES OF SUPPLY THROUGHOUT THE ENTIRE WINTER SEASON.

DAS and DOT reserve the right to award by item, group of items or total bid. DAS and DOT further reserve the right to reject any or all bids, waive technicalities and to make awards in the best interest of the State.

PICKUP - DAS may award to the vendor with an acceptable source of supply closest in proximity to the appropriate Stores Area.

In the event of a **TIE BID**, DAS will make an award with the intent to allow the maximum number of acceptable sources of supply to serve the best interests of the State.

PRE AWARD QUESTIONS

Questions should be submitted in writing at least ten-(10) days prior to the bid opening to:

ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js

PRE AWARD QUESTIONS - continued

DAS/Procurement Services
Box 150414
Hartford, Connecticut 06115-0414
Attention: Susan Thomas
Verbal responses shall be considered non-binding.

DOT INVOICING

The vendor shall invoice DOT promptly after the delivery of materials to DOT. Questions regarding payment status may be directed to Accounts Payable at (860) 594-2315. **ALL DOT BILLING MUST BE FORWARDED DIRECTLY TO ACCOUNTS PAYABLE AT:**

State of Connecticut - Department of Transportation
P.O. Box 317546
Newington, Connecticut 06131-7546
Attention: Accounts Payable - Room 1426 SWA

INVOICES FORWARDED TO ANY ADDRESS OTHER THAN THE ABOVE MAY NOT BE PROCESSED FOR PAYMENT.

To expedite payments, DOT requires awarded vendors to cooperate with the following requirements from our Accounts Payable Division:

- Billing be generated on a weekly or bi-weekly basis
- Invoice amounts should be listed **PER PILE, PER DAY**
- Invoice amounts should include all deliveries made to that pile for that invoice (delivery) date

Awarded vendors not previously having done business with the State of Connecticut are required to meet with DOT's Accounts Payable Division within 30 days after award to thoroughly review our billing process.

BUSINESS OPERATIONAL CHANGES:

In the event that the awarded vendor moves, updates telephone numbers or changes their name, it is the responsibility of the vendor to advise the State of such changes in writing. The State will not be held responsible if payments or purchase orders are delayed due to additional routing caused by lack of notification by the vendor. Business operational changes must be forwarded to:

ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js

BUSINESS OPERATIONAL CHANGES- continued

DAS/Procurement Services
Box 150414
Hartford, Connecticut 06115-0414

Attention: Ms. Susan Thomas, Contract Specialist susan.thomas@po.state.ct.us

DOT GENERAL INFORMATION

Awarded vendors may direct DOT-related operational questions to the following:

Administrative questions: Janice Snyder, Assistant Director Purch. & Mat. Mgmt. (860) 594-2265

E-Mail: janice.snyder@po.state.ct.us

Billing and payment status: Accounts Payable (860) 594-2315

E-Mail: john.miller@po.state.ct.us

DOT - PURCHASING FAX MACHINE: (860) 594-2302

DOT - ACCOUNTS PAYABLE FAX MACHINE: (860) 594-3368

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.dot.state.ct.us/

DOT RESERVE PILE SPECIFICATIONS - DELIVERY

DOT has a statewide total of eight (8) Reserve Salt Sheds in place and hold a capacity of 24,000 tons OR 3,000 TONS EACH). There are two (2) reserve piles under the terms of this contract. **RESERVE PILE SALT WILL BE A ONE TIME BULK DELIVERY**

DOT RESERVE PILE SALT NO LONGER REQUIRES SHAPING, STACKING AND COVERING AS A REQUIREMENT.

ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js

PILE COVER SPECIFICATIONS - Municipalities / Other State Agencies

Covering requirements will primarily be utilized by municipalities. It is not the intent of DOT to utilize pile covers unless an unforeseen or emergency situation occurs.

Covering Material - shall be waterproof and shall be woven polyethylene or shall be a product equivalent to woven polyethylene having strength and durability properties and characteristics equal to or exceeding this specification and shall contain ultraviolet inhibitors:

- Woven Polyethylene weave: minimum 10 strands per inch, each direction and at right angles
- Weight: minimum 6 oz. per sq. yard
- Construction: minimum 10 x 10
- Mill Thickness: minimum 12 mils
- Coating: minimum 1-1/2 mils, each side
- Tensile Strength: Warp: minimum 195 lbs.
Fill: minimum 175 lbs.
- Tear Strength: Warp: minimum 60 lbs.
Fill: minimum 50 lbs.
- Color: Black, Industrial
- Seams: Shall be heat sealed to be waterproof. Seams sewn in the field shall be stitched using polyester thread with all regular seams double stitched; second stitch made after folding material to create a weatherproof seam. Top and end seams shall be triple stitched. After sewing all seams shall be coated with a sealant to prevent moisture penetration (suggested by the vendor).
- Cover Retention: TIRELESS RETENTION SYSTEM ONLY can be utilized. The vendor shall place a sand berm around the entire perimeter of the pile, and take any necessary action to insure anchoring without the use of ground anchors or puncturing the salt pad. Whenever practicable, the covering shall extend just beyond the curbing to accommodate water runoff and to

Patented Devices, Materials
Processes:

eliminate buildup or water pocket situations at the base of the pile

If the vendor desires to use any design, devices or material processes covered by letters, patent or copyright, they shall provide for such use by suitable legal agreement with patentee or owner. The Vendors shall indemnify the State or Municipality from any and all claims for infringement by reason of the use of any such patented design, device or material processes or any trademark or copyright. The Vendor shall indemnify the State or Municipality for any costs, expenses and damages which it may be obligated to pay, by reason of infringement at any time during or after completion of the work.

ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js

PILE COVER SPECIFICATIONS - Municipalities / Other State Agencies - continued

Guarantee:

The vendor shall guarantee the integrity of the installed cover material, seams and cover retention system for a period of one year from the date of completed installation or until the pile is opened, whichever comes first. The vendor will be responsible for any abnormal wear conditions such as seepage, rotting, etc. due to the use of inferior materials from the manufacturer, for up to one (1) year after completion, including labor and travel time. The guarantee will include any and all reasons for cover, seams or retention failure to meet specifications as determined by the State or Municipality, but will exclude vandalism. Any necessary repairs shall be made at the expense of the vendor and completed within 72 hours from verbal notification by DOT or Municipality with the vendor.

ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js

MUNICIPAL SUBDIVISION CLAUSE

Bidder warrants that prices, terms and conditions incorporated in the bid proposal and contract award shall be extended to all **PARTICIPATING MUNICIPALITIES AS LISTED HEREIN.**

Any municipality that wishes to participate in this contract shall, as a condition of doing so, be bound by all of the applicable terms and conditions of this contract.

Awarded vendors are to deal directly with **EACH MUNICIPALITY** for day to day operations regarding purchase order issuance, delivery scheduling, invoicing and routine payments.

With respect to the salt bid proposal and contract award, participating municipalities shall 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 enclosed herein.

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.

AWARDED VENDORS 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 to JUNE 30 **at the ORIGINAL CONTRACT price,** regardless of quantities.

MUNICIPAL QUANTITIES

Municipal **INITIAL PURCHASE ORDER QUANTITIES** for the 2005/06 winter season are 43,215 Tons encompassing 24 Municipalities (83% of the 29 Towns in the Stores #138 & #141 Stores Areas for this contract). Awarded vendors are to receive purchase order quantities totaling the estimated quantity-tons as listed on the ROAD SALT MUNICIPAL REQUIREMENTS - 2005/06 enclosed herein.

Municipal estimated quantities and pertinent operational information is noted on the attached MUNICIPAL ROAD SALT REQUIREMENTS - 2005/06, per municipality. This list denotes participating municipalities and their required quantities for the 2005/06 winter season.

For this contract, **vendors will be required to MEET THE SPECIFICATIONS HEREIN AND SUPPLY ONLY THOSE MUNICIPALITIES LISTED as participating in this contract.**

ROAD SALT FOR SNOW & ICE CONTROL
SPECIAL BID TERMS & CONDITIONS - STORES #138 & #141
rev. 7/26/05 js

MUNICIPAL PERFORMANCE BONDS

Vendors are **required to utilize the attached DOT PERFORMANCE BOND form**. Any other type of bond will **NOT BE ACCEPTED**. Municipal performance bonds will be held by DAS for the entire contract period to protect and ensure deliveries on all MUNICIPAL open orders from the awarded vendor for that particular winter season. Bond liability shall be 50% of the initial purchase orders. **INITIAL BONDS WILL BE RELEASED AT THE END OF THE CONTRACT PERIOD, UNLESS DAS HAS BROUGHT OR DECLARES ITS INTENTION TO BRING A CLAIM THEREUNDER**, in which cases the bond will not be released until the claim is resolved to the satisfaction of DAS.

Awarded vendor(s) will be notified by DAS, in writing to supply properly executed Performance Bonds in accordance with State regulations, prior to salt delivery. Failure to comply may result in award cancellation.

Inquiries regarding Municipal Bond requirements may be directed to the DAS/PROCUREMENT SERVICES, 165 Capitol Avenue, Hartford, CT, Attention: Susan Thomas (860) 713-5091. **THIS BOND REQUIREMENT IS SEPARATE FROM THE DOT PERFORMANCE BOND.**

MUNICIPAL MATERIAL TESTING:

Product delivered under this contract to any participating municipality listed herein, **WILL MEET DOT REFERENCE FILE 139-R Issued July 7, 1955, Revised 6/1/98. Participating municipalities WILL HAVE THE right to the same penalty applications as the State of Connecticut.**

MUNICIPAL 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
Box 150414
Hartford, CT 06115-0414
Tel: 860-713-5091
E-Mail susan.thomas@po.state.ct.us

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 here under 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 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

<p><i>CONNECTICUT GENERAL STATUTE</i> <i>TITLE 14</i></p>

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.

Connecticut Department of Transportation
Bureau of Engineering and Highway Operations

Specification for Road Salt - Sodium Chloride

REFERENCE FILE NO. 139R

Issued July 7, 1955

Revised June 1, 1998

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 & ice control on highway bridges.

Requirements: All road salt shall 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 shall apply and will be the sum of the individual reductions based on the bid price.

Inspection & Testing: At the vendor's location the stockpile shall be covered as required and the road salt shall be tested by Division of Materials Testing. The Bureau of Finance and Administration shall accept the material prior to any shipment to the State. Salt from different origins (natural deposits/artificially produced) shall be stockpiled separately. If at any time, the purity of road salt is less than 95 percent sodium chloride, the vendor shall maintain this material in a physically separated stockpile. Once the stockpile has been

accepted, material shall not be added to the stockpile without prior notification and additional testing by the State. Failure to properly control these stockpiles may result in revocation of the award.

Material Acceptance:

PURITY: The road salt requirements for material acceptance shall be as stated in AASHTO M143 (ASTM D632) 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, 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 shall 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 shall be assessed for deviation in the gradation.

Sieve Size	Percent Passing by Weight
12.5mm (1/2 in.)	100
9.5mm (3/8 in.)	95 to 100
4.75 mm (No. 4)	20 to 90
2.36 mm (No. 8)	10 to 60
600 umm (No. 30)	0 to 16

Moisture: Full payment will apply to the road salt when its moisture content does not exceed two (2.0) percent. Road salt with a moisture content greater than (2.0) percent may be accepted at the discretion of the Department, with an adjustment in weight for moisture content over 2.0 percent.

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

Stores #138 & Stores #141

CONNDOT AUTHORIZED PERSONNEL LIST

2005/06 WINTER SEASON rev. 5/05 JS

STORE # & LOCATION	CONTACT PERSON	TELEPHONE NO.
138 - WETHERSFIELD	SYLVESTUS NELSON	860-529-7233
141 - WINDSOR	JOSEPH ZACZYNSKI	860-298-5228

OFFICE STAFF

JANICE SNYDER, ASST. DIRECTOR OF PURCH. & MAT. MGMT. - (860) 594-2265

WARREN PATTBERG, MATERIAL STORAGE SUPERVISOR - (860) 463-5609

SCOTT POWERS, Purchasing Services Officer 3- (860) 258-1980 (cell: 463-5587)

MICHAEL RATTI, MATERIAL STORAGE SUPERVISOR - (860) 729-6816

STORES #138 AND #141 CONNDOT SALT PILE LISTING BY STORES LOCATION

Rev. 5/05 jsnyder

STORE NO.	PILE NO.	# of Piles	LOCATION	CATALOG NUMBER
-----------	----------	------------	----------	----------------

STORES #138 - WETHERSFIELD - 501 Goff Road - 860-529-7233

138	007		BERLIN, ROUTES 71 & 72	360-19-0005
138	043		EAST HARTFORD, CLEMENT ROAD	360-19-0021
138	052		FARMINGTON, ROUTE 6	360-19-0025
138	054		GLASTONBURY, OAK STREET	360-19-0027
138	064		HARTFORD, JENNINGS ROAD	360-19-0034
138	119		ROCKY HILL, BROOK STREET	360-19-0066
138	159		WETHERSFIELD, GOFF ROAD	360-19-0093
138	252		FARMINGTON, SOUTH ROAD AND ROUTE 6	360-19-0105
138	280		MERIDEN, MILLER AVENUE, OFF ROUTE 15	360-19-0111
138	419		<i>ROCKY HILL, BROOK STREET - RESERVE</i>	360-19-0124

9 TOTAL PILES: 10

STORES #141 - WINDSOR - Route 20 & East Granby Road - 860-298-5228

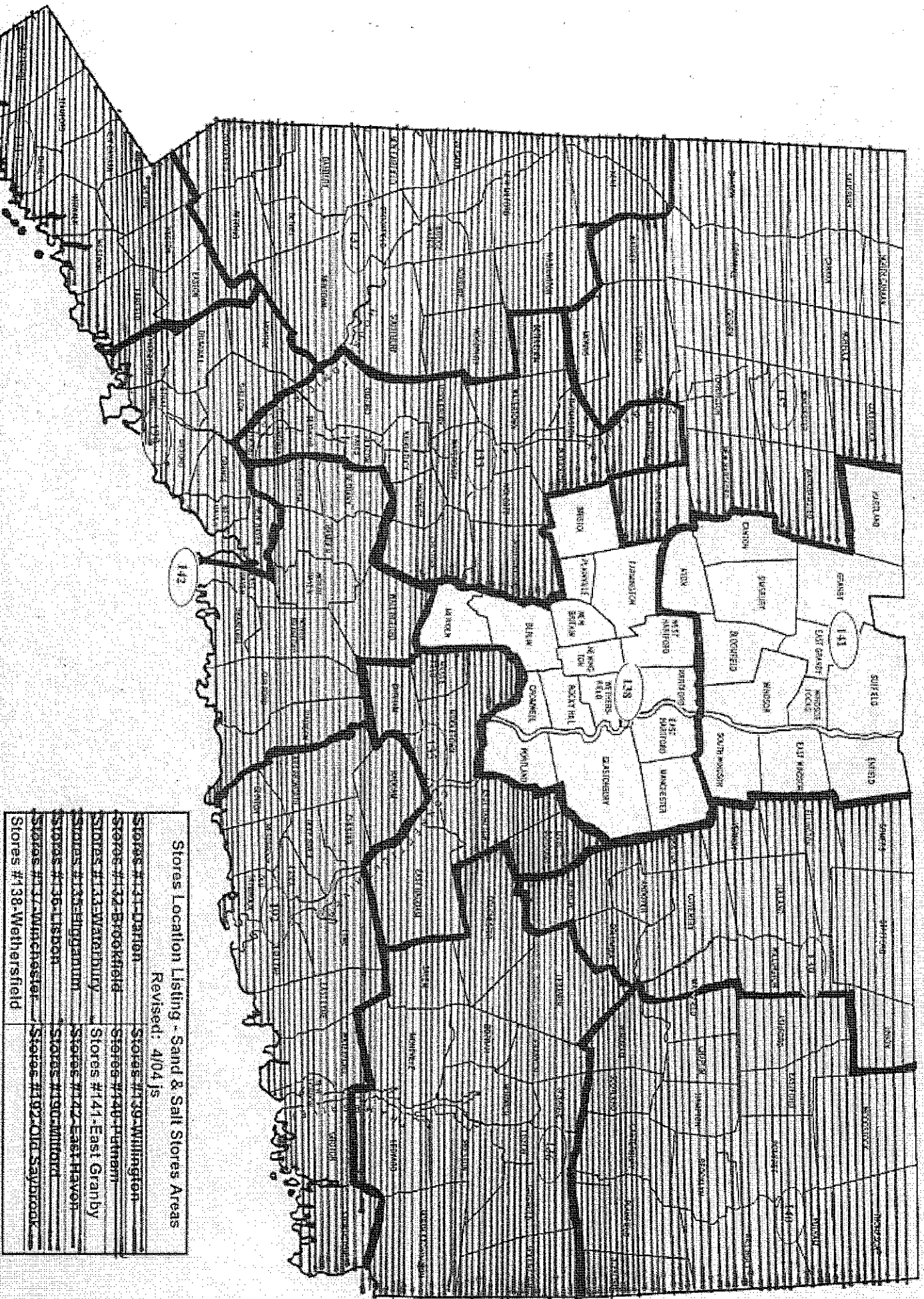
141	004		AVON, ROUTE 10	360-19-0002
141	040		EAST GRANBY, ROUTE 20	360-19-0019
141	047		EAST WINDSOR, ROUTE 5	360-19-0023
141	065		HARTLAND, ROUTE 20	360-19-0035
141	128		SIMSBURY, ROUTES 10 AND 202	360-19-0072
141	164		WINDSOR, BLOOMFIELD AVENUE	360-19-0098
141	447		<i>EAST WINDSOR, MAINT. GARAGE, ROUTE 5 - RESERVE</i>	360-19-0153

6 TOTAL PILES: 7

15 GRAND TOTAL ALL SALT PILES

2 SALT RESERVE PILES

17 SALT WORKING PILES



Stores Location Listing - Sand & Salt Stores Areas
 Revised: 4/04

Stores #131-Danby	Stores #139-Willington
Stores #132-Brookfield	Stores #148-Plymouth
Stores #133-Warrenton	Stores #141-East Granby
Stores #134-Seymour	Stores #142-East Haven
Stores #136-Litchfield	Stores #190-Middletown
Stores #137-Middletown	Stores #192-Old Saybrook
Stores #138-Weathersfield	

CONNDOT HISTORICAL USAGE OF SALT STOCKPILE LOCATIONS							
TO BE USED FOR INFORMATIONAL PURPOSES ONLY.							
ROAD SALT -WORKING/RESERVE PILES							
STORES #138 & #141 ONLY!							INITIAL ORDER ESTIMATED PURCHASE AMOUNTS for 2005/06
7/11/05 JS							
					04/05 END BAL.	(ANNUAL) HISTORICAL USAGE PER PILE	
DIST.	SECTION	STORES AREA	PILE NO./LOCATION				
1	13	138	007 BERLIN		339	1,536	1,164
1	11	138	043 EAST HARTFORD		463	3,063	2,535
4	41	138	052 FARMINGTON		116	562	435
1	13	138	054 GLASTONBURY		365	1,961	1,554
1	11	138	064 HARTFORD		225	1,417	1,161
1	13	138	119 ROCKY HILL		245	1,319	1,046
1	13	138	159 WETHERSFIELD		267	1,542	1,242
4	41	138	252 FARMINGTON		618	2,445	1,775
1	13	138	280 MERIDEN		385	2,594	2,154
1	13	138	419 ROCKY HILL - RESERVE		0		
TOTAL		138	TOTAL		3,022	16,439	13,066
4	41	141	004 AVON		304	950	625
4	41	141	040 EAST GRANBY		306	1,622	1,281
1	11	141	047 EAST WINDSOR		368	2,615	2,192
4	41	141	065 HARTLAND		248	651	389
4	41	141	128 SIMSBURY		454	722	253
1	11	141	164 WINDSOR		265	2,466	2,149
1	11	141	447 EAST WINDSOR - RESERV		0		
TOTAL		141	TOTAL		1,944	9,026	6,889
GRAND TOTALS:					4,966	25,465	19,955

2005-06 MUNICIPAL REQUIREMENTS - ROAD SALT #138 & #141					08/16/05	jsnyder
#	Store #	Town Name	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
10	141	Avon	11 Arch Road, Avon	Mike Arnold, Highway Foreman	(860) 673-6151	(860) 673-0338
13	138	Berlin	35 Town Farm Lane, Berlin	Bryan Griswold, Highway Dept. Supt.	(860) 828-7046	(860) 828-7180
17	141	Bloomfield	21 Southwood Rd., Bloomfield	David Gofstein, Public Works Supt.	(860) 243-3439	(860) 243-1539
24	138	Bristol	95 Vincent P. Kelly Road, Bristol	Bill Wolfe, Supt. Of Streets	(860) 584-7792	(860) 584-3829
30	141	Canton	50 River Road, Canton	Walter LeGeyt, Director of Public Works	(860) 693-7863	(860) 693-7840
40	138	Cromwell	Community Field Road, Cromwell	Neil Swanson, Highway Foreman	(860) 632-3452	(860) 632-3477
46	141	East Granby	26 South Main St., East Granby	Ed Hubbard	(860) 653-6822	(860) 653-8015
52	141	East Windsor	6 Woolam Road, East Windsor	Len Norton, Public Works Director	(860) 292-7073	(860) 292-7072
56	141	Enfield	40 Moody Road, Enfield	Bill Sperazza, Highway Superintendent	(860) 763-7523	(860) 763-7401
59	138	Farmington	544 New Britain Ave, Farmington	Scott Zenke, Hwy. Superintendent	(860) 675-2550	(860) 674-1076
61	138	Glastonbury	2380 New London Tpke, Glastonbury	Robert Cofiell, Hwy. Mtce. Supervisor	(860) 642-7751	(860) 652-7758
63	141	Granby	52 North Granby Road, Granby	James Klase, Public Works Supervisor	(860) 653-8960	(860) 653-8959
72	138	Hartford	40 Jennings Road, Hartford	Robert Freeman, Supt. Of Streets	(860) 522-4888	(860) 722-6189
85	138	Manchester	263 Olcott Street, Manchester	Ken Longo, Field Services Supt.	(860) 647-3244	(860) 647-3237
97	138	New Britain	55 Harvard Street, New Britain	Steven Cowperthwaite, Str. Gen.Formn.	(860) 826-3480	(860) 826-3484
105	138	Newington 1	281 Milk Lane, Newington	Frank Sanzo, Supt. Of Highways	(860) 667-5810	(860) 594-4146
106	138	Newington 2	Garfield Street, Newington	Frank Sanzo, Supt. Of Highways	(860) 667-5810	(860) 594-4146
120	138	Plainville	Granger Lane, Plainville	Dominick Moschini, Rdwys. Supt.	(860) 793-0221	(860) 747-9631
123	138	Portland	Sage Hollow Road, Portland	Richard Kelsey, Dir. of Public Works	(860) 342-6734	(860) 342-6787
130	138	Rocky Hill	2 Old Forge Road, Rocky Hill	Glenn Parent, Highway Superintendent	(860) 258-7709	(860) 258-7652
139	141	Simsbury	66 Town Forest Road, Simsbury	Walter McDonald, Highway Super.	(860) 658-5778	(860) 408-5416
141	141	South Windsor	157 Burgess Road, South Windsor	Melvin Stead, Street Superintendent	(860) 648-6366	(860) 644-8027
152	141	Suffield	42 Fyler Place, Suffield	Mark Cervione, Foreman, Highway Dept.	(860) 668-3877	(860) 668-3868
181	141	Windsor	99 Day Hill Road, Windsor	Wayne Radke, Operations Manager	(860) 285-1867	(860) 285-1897
182	141	Windsor Locks	6 Stanton Road, Windsor Locks	Kirk Mortstream, Highway Foreman	(860) 627-1405	(860) 627-1407

2005-06 MUNICIPAL REQUIREMENTS - ROAD SALT #138 & #141							Last update: 7/15/05		jsnyder
#	Store #	Town Name	2005/06 Qty-Ton Municipal Estimate	Municipal 50% Guarantee	Storage Capacity	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
STORE #138 - Wethersfield									
1	138	Berlin	1,000	500		35 Town Farm Lane, Berlin	Bryan Griswold, Highway Dept. Supt.	(860) 828-7046	(860) 828-7180
1	138	Bristol	5,000	2,500	1,200	95 Vincent P. Kelly Road, Bristol	Bill Wolfe, Supt. Of Streets	(860) 584-7792	(860) 584-3829
1	138	Cromwell	550	275	120	Community Field Road, Cromwell	Neil Swanson, Highway Foreman	(860) 632-3452	(860) 632-3477
1	138	East Hartford	500	250	2,500	61 Ecology Drive, East Hartford	Richard J. Toce, Assistant Director	(860) 291-7377	(860) 291-7370
1	138	Farmington	1,200	600	100	544 New Britain Ave, Farmington	Scott Zenke, Hwy. Superintendent	(860) 675-2550	(860) 674-1076
1	138	Glastonbury	1,425	713	1,425	2380 New London Tpke, Glastonbury	Robert Cofield, Hwy. Mtce. Supervisor	(860) 642-7751	(860) 652-7758
1	138	Hartford	2,000	1,000	2,500	40 Jennings Road, Hartford	Robert Freeman, Supt. Of Streets	(860) 522-4888	(860) 722-6189
1	138	Manchester	8,000	4,000	2,500	263 Olcott Street, Manchester	Ken Longo, Field Services Supt.	(860) 647-3244	(860) 647-3237
1	138	New Britain	3,000	1,500	1,500	55 Harvard Street, New Britain	Steven Cowperthwaite, Str. Gen.Formn.	(860) 826-3480	(860) 826-3484
1	138	Newington	1,600	800	400	281 Milk Lane, Newington	Frank Sanzo, Supt. Of Highways	(860) 667-5810	(860) 594-4146
2	138	Newington		0		Garfield Street, Newington	Frank Sanzo, Supt. Of Highways	(860) 667-5810	(860) 594-4146
1	138	Plainville	650	325	200	Granger Lane, Plainville	Dominick Moschini, Rdwys. Supt.	(860) 793-0221	(860) 747-9631
1	138	Portland	750	375	750	Sage Hollow Road, Portland	Richard Kelsey, Dir. of Public Works	(860) 342-6734	(860) 642-6787
1	138	Rocky Hill	2,700	1,350	150	2 Old Forge Road, Rocky Hill	Glenn Parent, Highway Superintendent	(860) 258-7709	(860) 258-7652
16			81%						
13		Store #138 Total	28,375	14,188	13,345				
STORE #141 - Windsor									
1	141	Avon	1,800	900	250	11 Arch Road, Avon	Mike Arnold, Highway Foreman	(860) 673-6151	(860) 673-0338
1	141	Bloomfield	1,500	750	600	21 Southwood Rd., Bloomfield	David Gofstein, Public Works Supt.	(860) 243-3439	(860) 243-1539
1	141	Canton	600	300	100	50 River Road, Canton	Walter LeGeyt, Director of Public Works	(860) 693-7863	(860) 693-7840
1	141	East Granby	700	350	350	26 South Main St., East Granby	Ed Hubbard	(860) 653-6822	(860) 653-8015
1	141	East Windsor	700	350	150	6 Woolam Road, East Windsor	Len Norton, Public Works Director	(860) 292-7073	(860) 292-7072
1	141	Enfield	2,500	1,250	3,000	40 Moody Road, Enfield	Bill Sperazza, Highway Superintendent	(860) 763-7523	(860) 763-7401
1	141	Granby	840	420	400	52 North Granby Road, Granby	James Klase, Public Works Supervisor	(860) 653-8960	(860) 653-8959
1	141	Simsbury	2,000	1,000	1,000	66 Town Forest Road, Simsbury	Walter McDonald, Highway Super.	(860) 658-5778	(860) 408-5416
1	141	South Windsor	2,800	1,400		157 Burgess Road, South Windsor	Melvin Stead, Street Superintendent	(860) 648-6366	(860) 644-8027
1	141	Suffield	600	300	600	42 Fyler Place, Suffield	Mark Cervione, Foreman, Highway Dept.	(860) 668-3877	(860) 668-3868
1	141	Windsor Locks	800	400	200	6 Stanton Road, Windsor Locks	Kirk Mortstream, Highway Foreman	(860) 627-1405	(860) 627-1407
13			85%						
11		Store #141 Total	14,840	7,420	6,650				
24 TOTAL Participating Towns			43,215	21,608	19,995	Rev. 4/03 js			
29 # of Towns in CT						Last Year 04/05 - 24 Towns participated - This Year		24	
83% Percent of Participating Towns vs. Towns in CT						100% Percent of 2004 Participating Municipalities vs. 2003 Participating Municipalities			

PERFORMANCE BOND FOR OTHER THAN CONSTRUCTION CONTRACTS
ConnDOT Rev. 9/98 js

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: _____			
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:	seal	Witness (signature):
		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 \$
	SIGNATURE:	Witness (signature):	
		Witness (typed name):	
	NAME & TITLE OF SIGNATORY (typed):	Witness (signature):	
	DATE:	Witness (typed name):	

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

- INSTRUCTIONS**
- 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.
 - 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.
 - Type the name and title of each person signing this bond in the spaces provided.
 - Corporations executing this bond shall affix their corporate seals hereto.
 - (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
(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.
 - Unless otherwise specified, the bond shall be submitted to the Connecticut Department of Transportation, Division of Purchasing & Materials Management, Attention: Ms. Janice Snyder, Asst. Dir. Purch.&Mat.Mgmt.

SEAL

CORPORATE
SEAL

--

of Treasury.

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
---------	----------	----------------	------------------	----------------

ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
---------	----------	----------------	------------------	----------------

ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
---------	----------	----------------	------------------	----------------

ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
---------	----------	----------------	------------------	----------------

ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
---------	----------	----------------	------------------	----------------

ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
---------	----------	----------------	------------------	----------------

ADDRESS	TEL. NO.	CONTACT PERSON	INVENTORY (TONS)	PRODUCT SOURCE
---------	----------	----------------	------------------	----------------

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)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)

REGISTRATION NO. COMPANY TRUCK NUMBER TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)

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.
COMPANY NAME / ADDRESS	TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)	CONTACT PERSON/TEL.
COMPANY NAME / ADDRESS	TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)	CONTACT PERSON/TEL.
COMPANY NAME / ADDRESS	TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)	CONTACT PERSON/TEL.
COMPANY NAME / ADDRESS	TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)	CONTACT PERSON/TEL.
COMPANY NAME / ADDRESS	TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)	CONTACT PERSON/TEL.
COMPANY NAME / ADDRESS	TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)	CONTACT PERSON/TEL.
COMPANY NAME / ADDRESS	TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)	CONTACT PERSON/TEL.
COMPANY NAME / ADDRESS	TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)	CONTACT PERSON/TEL.
COMPANY NAME / ADDRESS	TRUCK TYPE (TRI-AXLE, TRAILER DUMP, ETC)	CONTACT PERSON/TEL.

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 #: _____

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:

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)

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:
05PSX0243

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:
05PSX0243

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 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:
05PSX0243

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, Room G-8A, Ground Floor
PO BOX 150414
HARTFORD, CT 06115-0414

Bid Number:
05PSX0243

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 05PSX0243 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: _____

VENDOR AFFIDAVIT TO
ACCOMPANY BID

SP-8 Rev. 6/04

Susan Thomas
Contract Specialist

(860) 713-5091
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

BID NO.:

05PSX0243

Vendor Affidavit to Accompany Bid for DAS State Contracts,
as defined in Public Act 04-245 Section 2

Page 1 of 1

I, _____ (name, title and company name), hereby swear that, during the two-year period preceding the submission of this bid that neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid nor agent of the above (1) gave a gift, as defined in Conn. Gen. Stat. Section 1-79(e), including a life event gift as defined in Conn. Gen. Stat. Section 1-79(e)(12), or (2) provided any items of value for which full payment has not been made, except the gifts/items listed below:

<u>Name of recipient of gift/item</u>	<u>Value of Gift/Item</u>	<u>Date of Gift/Item</u>	<u>Description</u>
1. _____			
2. _____			
3. _____			

to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids who participated directly, extensively, and substantially in the preparation of the bid solicitation; or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid.

Further, neither I nor any principals or key personnel of submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid know of any action to circumvent this vendor affidavit disclosure.

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

_____	_____	_____
Print name	Signature	Date

Sworn and subscribed before me on this _____ day of _____, 200____,

Commissioner of the Superior Court/
Notary Public

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

BID NO.:
05PSX0243

PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South

PO Box 150414
HARTFORD, CT 06115-0414

AFFIDAVIT REGARDING CONSULTING AGREEMENTS

All state contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut who anticipate entering into, or renewing, an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars in a calendar or fiscal year (hereinafter "agreement") shall disclose any and all consulting agreements, whether written or oral, to the head of the contracting agency (hereinafter "such agency").

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of an individual or business entity for the purposes of:

- (1) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut, or
- (2) 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, requests for information or
- (3) any other similar activity related to the procurement agreement.

"Consulting agreement" does not include those agreements or services registered under the provisions of Chapter 10 of the Connecticut General Statutes (Code of Ethics for Lobbyists).

Such disclosure affidavit shall be required if any duties of the consultant include communication concerning business of such agency, whether or not direct contact with a state agency, state official and state employee is expected or made. The disclosure affidavit shall include the name of the consultant, the consultant's firm, whether the consultant is a former state employee or public official (if so, indicate the consultant's former agency and termination date), the basic terms of the consulting agreement, and a brief description of the services to be provided. The disclosure affidavit shall be amended whenever such entities enter into any new consulting agreements during the term of the procurement agreement.

I, _____ (name, title, and company name) disclose the following consulting agreements (if not applicable, indicate "none"):

- 1.
- 2.
- 3.

I understand that this information shall be updated, as necessary, during the pendency of this, or any other contract that I may have with the State of Connecticut.

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

Name: _____ Signature: _____ Date: _____

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

Notary Public/Commissioner of the Superior Court

INSTRUCTIONS TO STATE AGENCIES

1. The enclosed affidavit form shall be included with all requests for procurement solicited by the state on or after April 1, 2005, which anticipate entering into an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars.
2. Entities and individuals seeking to conduct business with the state of Connecticut shall submit the completed affidavit in response to such a request for procurement.
3. Agency heads shall review the affidavit and may refer the affidavit to the appropriate regulatory authority to determine compliance with state law.

AFFIRMATION OF
SUMMARY OF ETHICS
LAWS
Rev. 04/05
Susan Thomas
Contract Specialist

(860) 713-5091
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID/RFP NO.: 05PSX0243

AFFIRMATION REGARDING SUMMARY OF ETHICS LAWS

All state contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut who anticipate entering into, or renewing, an agreement for procurement of goods or services (hereinafter "agreement") shall read and understand any and all ethics laws associated with entering into such an agreement.

A summary of these ethics laws can be found at the following website for review:

http://www.ethics.state.ct.us/statutes_and_regulations.htm

Should this website be unavailable for any reason, please contact the Contract Specialist listed at the top of this form.

I affirm that:

1. I have received the summary of ethics laws and
2. My key employees have read and understand the summary, and agree to comply with the provisions of state ethics law.
3. I will provide and obtain this affirmation from all subcontractors and consultants.

I understand that this information may be updated, as necessary, during the pendency of this, or any other contract that I may have with the State of Connecticut.

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

Company Name: _____

Name: _____ Signature: _____ Date: _____

INSTRUCTIONS TO STATE AGENCIES

1. The enclosed affirmation form shall be included with all requests for procurement solicited by the state on or after July 1, 2005, which anticipate entering into an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars.
2. Entities and individuals seeking to conduct business with the state of Connecticut shall submit the completed affirmation in response to such a request for procurement.
3. Agency heads shall review the affirmation and may refer the affirmation to the appropriate regulatory authority to determine compliance with state law.

**PROPOSAL SCHEDULE
IMPORTANT! RETURN ORIGINAL AND ONE COPY**

BID NO.: 05PSX0243

Page 1 of 1 Pages

BID NO.	
DELIVERY:	
TERMS:	CASH DISCOUNT _____% ____ DAYS
Payment terms are net 45 days. Any deviation may result in bid rejection.	
Bidder	
Social Security or FEIN Number	
Bid prices shall include all transportation charges FOB State agency.	

ITEM #	DESCRIPTION		INITIAL ESTIMATED QTY. 2005/06		Initial Total Qty DOT & MUN	2005/06 Delivered Net Unit Price
			DOT	MUN	Total	
	WORKING PILES, SALT DELIVERED by vendor to ANY LOCATION WITHIN A STORE AREA in accordance with bid specs					
1	STORE AREA #138 - WETHERSFIELD no. of DOT piles and participating MUN:	Ton	13,066 9	28,375 13	41,441 22	\$ _____
2	STORE AREA #141 - EAST GRANBY no. of DOT piles and participating MUN:	Ton	6,889 6	14,840 11	21,729 17	\$ _____
	DOT & MUNICIPAL TOTAL:		19,955	43,215	63,170	
	Number of DOT Piles & Participating Municipalities		15	24	39	
	Actual Number of DOT Piles and Towns in CT		15	29	44	
	% of Participating		100%	83%	89%	
	PICKUP OF BULK SALT AT VENDOR DESIGNATED STOCKPILE LOCATION BY STATE OR MUNICIPAL TRUCKS in accordance with the special bid terms and conditions					2005/06 Pick Up Unit Price Per Ton
3	STORE AREA #138 - WETHERSFIELD	Ton	N/A	N/A	N/A	\$ _____
4	STORE AREA #141 - EAST GRANBY	Ton	N/A	N/A	N/A	\$ _____

Bidders are to provide the following documents with the bid return:

- Certificate of Compliance
- Gift Affidavit
- Statement of Qualifications
- Certificate of Compliance
- Summary of Ethics Laws
- Consulting Agreement Form
- Political Sub-Division Form
- Bidder Information
- Properly Sign and Submit The Bid Cover Page(s)