



300 Maxim Road • Hartford • Connecticut • 06114 • Telephone (860) 757-7700 • Fax (860) 757-7725

Materials Innovation and Recycling Authority
Request for Proposals for Purchase and Removal of Jet Fuel
May 25, 2023

The Materials Innovation and Recycling Authority (MIRA) is accepting proposals from qualified contractors for the purchase and removal of Jet Fuel located within its 550,000 gallon fuel tank at Reserve Road in Hartford Connecticut. The purchase and removal will occur after May 31, 2023, when MIRA's obligation to operate its Jet electricity peaking units in the ISO New England market ceases. The total volume of Jet Fuel within the tank is approximately 165,000 gallons as of 5/25/2023 and MIRA anticipates the volume will not change significantly before May 31, 2023. Contractor shall perform all work required to remove all fuel from the tank and remove fuel from the site at its own cost and expense.

The fuel tank was constructed and placed in service in 2011 and since that time has been filled with Ultra Low Sulfur K-1 Kerosene. A copy of the most recent fuel analysis is included as **Attachment A**. The tank has several drain pipes that can be used to access and remove the fuel. Drawings detailing the tank are included as **Attachment B**.

In its performance of the work, Contractor shall comply with all provisions of DAS contract 15PSX0035, and such provisions shall apply to the purchase and removal of fuel (including but not limited to: means and methods of work, indemnity, spill cleanup, compliance with pertinent regulations, etc.). DAS Contract 15PSX0035 is included as **Attachment C**.

This Proposal shall constitute a firm and binding offer by Contractor. The undersigned certifies they have authority to bind such offer. **Proposal Due Date and Time: Friday, May 26, 2023, 5:00PM.** Contractor shall submit proposal by email to: dbodendorf@ctmira.org.

Contractor Name _____

Purchase Price per Gallon _____

Is there a minimum volume required at the price quoted(Y,N)? _____

If Y, what is the minimum volume required? _____

Contractor certifies all fuel will be removed by (Date) _____

Signed by: _____
(Print Name and Title)

Signature: _____

Date: _____

Attachment A

Fuel Analysis - Sample Date 3-22-2023



Sterling Analytical, inc
15 Agawam Avenue
West Springfield, MA 01089
Phone (413) 214-6541 Fax (413) 214-6842

Visit our website: www.sterlinganalytical.com

Source NAESCORP/MIRA JTF

Contact

Sample

Description:

Work Order: 23-0250

Date Completed: 3/27/23

Date Received: 3/22/23

Date Taken: 3/22/23

Source ID: Jet Fuel K1 Kerosene

Sample No: 79488

Parameter	Results	ASTM Methods
API Gravity @ 60°F	45.2	ASTM D287
BTU/Gal	131,840	ASTM D240
BTU/Lb	19,743	ASTM D240
Pounds per Gallon	6.678	
Specific Gravity @ 60°F	0.8010	ASTM D287
Sulfur, ppm	7.4	ASTM D5453

Comments

Attachment B

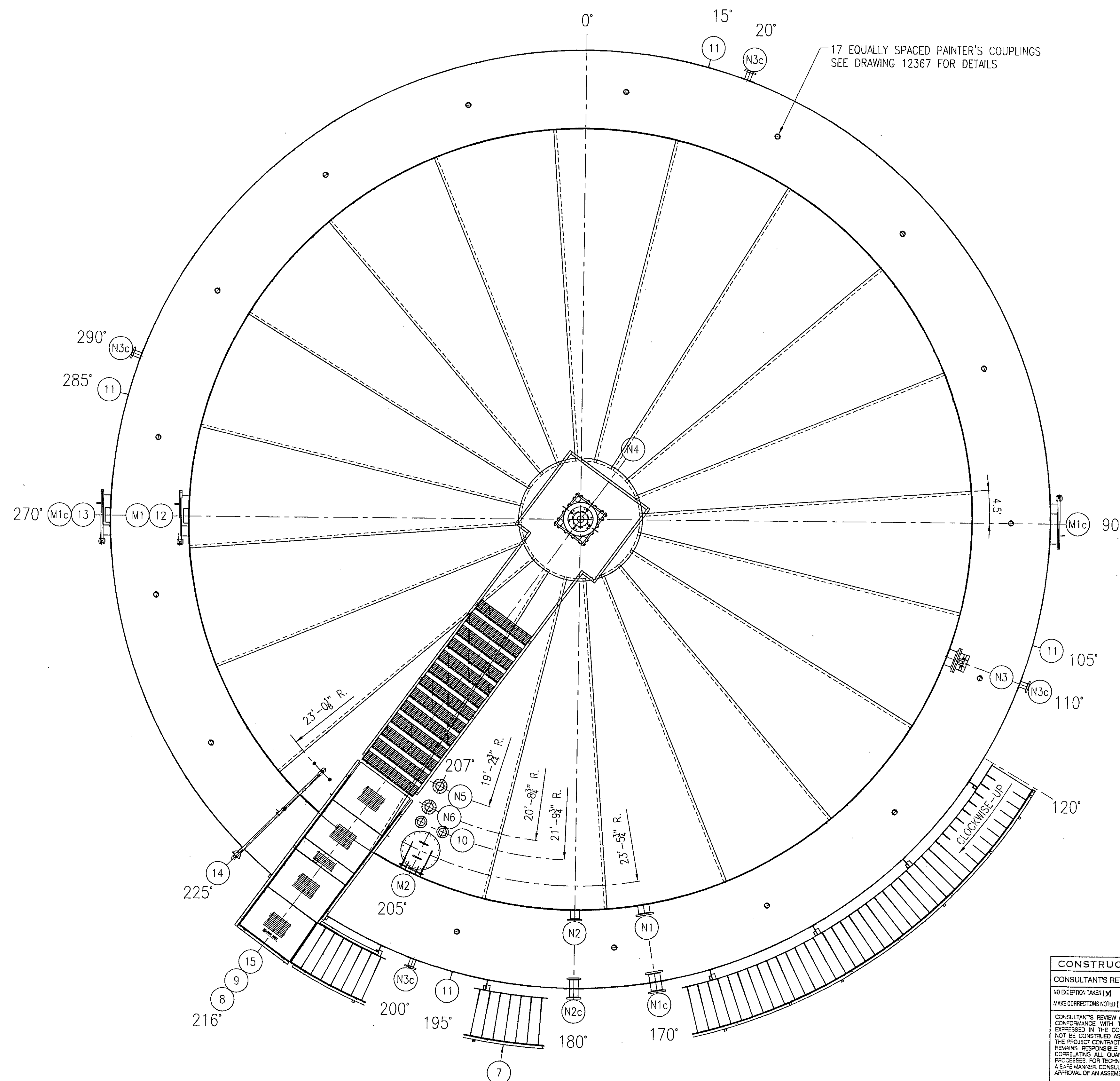
Storage Tank Drawings



STORAGE TANK

TANK SHELL ANGLE STRAPPING CHART	
ANGLE	DISTANCE FROM QUARTER LINE*
1°	5'-24 3/8"
90°	39'-3 1/8"
110°	8'-8 1/8"
170°	34'-11 1/2"
180°	39'-3 1/8"
205°	10'-11 1/8"
207°	11'-9 1/8"
216°	15'-8 1/8"
225°	19'-7 1/8"
270°	39'-3 1/8"
360°	39'-3 1/8"

* ALL DISTANCES ON O.D. OF BOTTOM RING
STRAPPING ON BOTTOM RING = 157'-3 1/8"



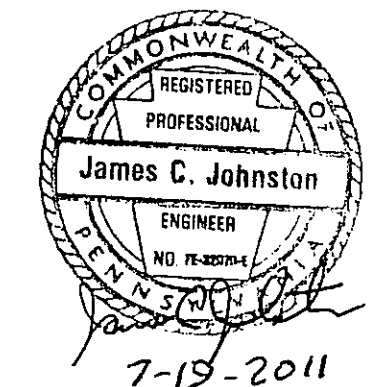
PLAN VIEW

SCALE: 1/4" = 1'-0"

CONTAINMENT

CONTAINMENT SHELL ANGLE STRAPPING CHART	
ANGLE	DISTANCE FROM QUARTER LINE*
1°	6'-28 7/8"
15°	7'-10 1/8"
20°	10'-5 1/8"
90°	47'-2 1/8"
105°	7'-10 1/8"
110°	10'-5 1/8"
120°	15'-8 1/8"
170°	41'-11 1/2"
180°	47'-2 1/8"
195°	7'-10 1/8"
200°	10'-5 1/8"
216°	18'-10 1/8"
225°	23'-7 1/8"
270°	47'-2 1/8"
285°	7'-10 1/8"
290°	10'-5 1/8"
360°	47'-2 1/8"

* ALL DISTANCES ON O.D. OF BOTTOM RING
STRAPPING ON BOTTOM RING = 188'-8 1/8"



SEE DRAWING #12361 FOR BILL OF MATERIALS.

CONSTRUCTION SUBMITTAL REVIEW	
CONSULTANT'S REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO DESCRIPTION TAKEN ()	COMMENTS ATTACHED ()
NAME CORRECTIVE NOTES ()	DO NOT RESUBMIT (X)
	CONFIRM ()
	RESUBMIT ()
<small>CONSULTANT'S REVIEW IS ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS. MARKINGS OR COMMENTS SHALL NOT BE CONSIDERED AS RELIEVING THE CONTRACTOR FROM COMPLIANCE WITH THE PROJECT CONTRACT DOCUMENTS OR DEPARTURES THEREFROM. CONTRACTOR REMAINS RESPONSIBLE FOR DETAILS AND ACCURACY. FOR CONFORMANCE AND CORRELATING ALL QUANTITIES AND DIMENSIONS FOR SELECTING FABRICATION PROCEDURES, FOR TECHNIQUES OF ASSEMBLY AND FOR PERFORMING HIS WORK IN A SAFE MANNER, CONSULTANT'S APPROVAL OF A SPECIFIC ITEM SHALL NOT INDICATE APPROVAL OF AN ASSEMBLY OF WHICH THE ITEM IS A COMPONENT.</small>	
TRG	DATE
BY <i>Chris J. Johnston</i>	DATE <i>7/19/11</i>
DATE REC'D <i>8-29-11</i>	DATE RETURNED <i>7/19/11</i>

REFERENCES:

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WITHERUP FABRICATION AND ERECTION, INC. KENNERDELL, PA.	
ORIENTATION - KEROSENE STORAGE TANK #6 w/CONTAINMENT CONNECTICUT RESOURCES RECOVERY AUTHORITY HARTFORD, CT	
SCALE AS NOTED DRAWN DAS TRACED DATE CHK'D JCJ APP'D JCJ	S.O.No. 29010 DRAWING No. 12362 SHEET

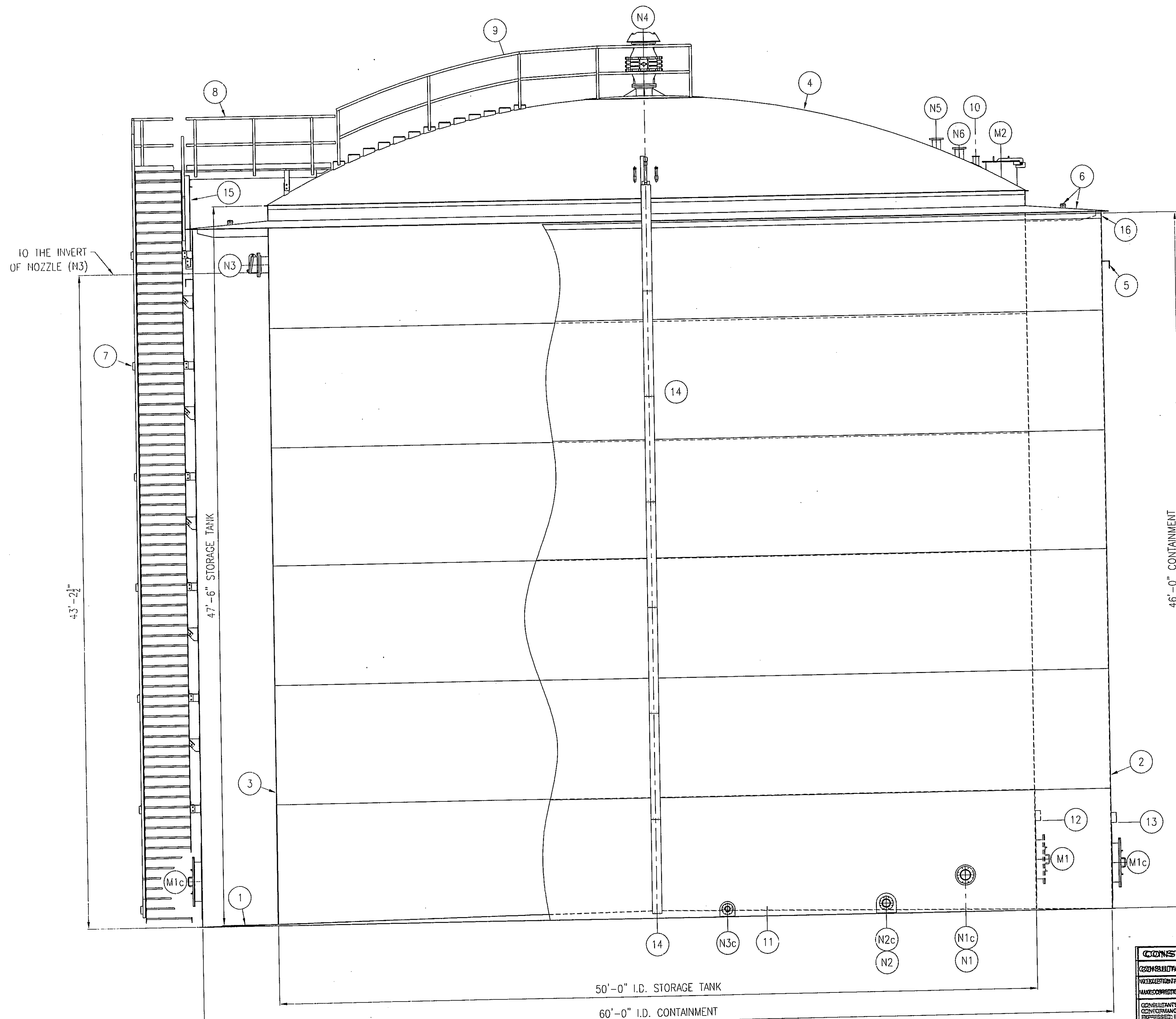
NO.	BY	DATE	DESCRIPTION
1	DOS	4-4-11	AS BUILT
0	DAS	12-2-10	RELEASED FOR CONSTRUCTION
REVISIONS			

12361

NOZZLE SCHEDULE - CONTAINMENT				
ITEM	REQ'D	PART NO.	DESCRIPTION	WT.
M1c	2	1-12372	30" DIA. API HINGED CONTAINMENT SHELL MANWAY	1,374
N1c	1	2-12372	8"-300# R.F. INLET/OUTLET CONTAINMENT SHELL NOZZLE (DOUBLE-HUB)	120
N2c	1	3-12372	6"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE (DOUBLE-HUB)	83
N3c	4	4-12372	4"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE	124

NOZZLE SCHEDULE - STORAGE TANK				
ITEM	REQ'D	PART NO.	DESCRIPTION	WT.
M1	1	1-12373	30" DIA. API HINGED SHELL MANWAY	687
M2	1	2-12373	24" DIA. API ROOF MANWAY w/HINGE	212
N1	1	3-12373	8"-300# R.F. INLET/OUTLET SHELL NOZZLE	103
N2	1	4-12373	6"-300# R.F. DRAIN SHELL NOZZLE	53
N3	1	5-12373	12"-150# F.F. OVERFLOW SHELL NOZZLE w/FLAP VALVE	201
N4	1	6-12373	12"-150# F.F. VENT ROOF NOZZLE w/FLAME ARRESTER & FREE VENT	508
N5	1	7-12373	6"-150# F.F. ROOF GAUGE NOZZLE	69
N6	1	8-12373	6"-150# R.F. ROOF TRANSMITTER NOZZLE	33

BILL OF MATERIAL				
ITEM	REQ'D	PART NO.	DESCRIPTION	WT.
		12361	GENERAL PLAN - ELEVATION VIEW	
		12362	ORIENTATION - PLAN VIEW	
1	1	12363	3" BUTT WELDED BOTTOM w/ ANNULAR RING	44,914
2	1	12364	CONTAINMENT SHELL WRAPOUT & WELD DETAILS	96,081
3	1	12365	KEROSENE STORAGE TANK SHELL/TOP ANGLE WRAPOUT & WELD DETAILS	86,332
4	1	12379	3" LAP WELDED SELF SUPPORTING DOM. ROOF	33,551
5	1	12366	WIND GIRDER ASSEMBLY	2,359
6	1	12367	SHED ROOF ASSEMBLY & PAINTERS COUPLINGS	11,498
7	1	12368	SPIRAL STAIRWAY ASSEMBLY (CLOCKWISE-UP)	4,036
8	1	12369	TOP PLATFORM & HANDRAIL DETAILS	1,082
9	1	12370	ROOF HANDRAIL ASSEMBLY	1,095
10	2	9-12373	SCAFFOLD CABLE SUPPORTS	24
11	1	304 S.S.	GROUNDING CLIP - PLATE 1" x 2 1/2" x 3" LG. S.S. (SEE DETAIL)	2
12	1	03425	API 650 NAMEPLATE w/MOUNTING BRACKET - TANK	7
13	1	03425	API 650 NAMEPLATE w/MOUNTING BRACKET - CONTAINMENT	7
14	1	12371	VAREC 6700 SERIES LIQUID LEVEL INDICATOR	209
15	1	12380	PLATFORM SUPPORT w/CROSS BRACING	260
16	1	12430	304 S.S. PERFORATED PANEL	110



ELEVATION VIEW

SEE PLAN VIEW DRAWING 12362 FOR TRUE NOZZLE ORIENTATIONS
SEE DRAWING 12364 FOR CONTAINMENT SHELL WRAPOUT
SEE DRAWING 12365 FOR TANK SHELL WRAPOUT
SCALE: 1" = 1'-0"

DESIGN DATA		MATERIAL SPECIFICATIONS	
DESIGN CODE	API-650, 11th EDITION, ADD. 2, APP. A	BOTTOM	ASTM A36
PRODUCT	KEROSENE	ANNULAR RING	ASTM A36 W/ 0.80-1.20% MANGANESE
SPECIFIC GRAVITY	0.85	SHELL	ASTM A36 W/ 0.80-1.20% MANGANESE
CAPACITY	550,000 GALLONS	ROOF	ASTM A36
DESIGN PRESSURE	ATMOSPHERIC	TOP ANGLE	ASTM A36
DESIGN TEMPERATURE	200° F	STRUCTURAL	ASTM A36
OPERATING PRESSURE	ATMOSPHERIC	PIPE	ASTM A106 GRADE B
OPERATING TEMPERATURE	100° F	FORGED FLANGES	ASTM A105
DESIGN METAL TEMP.	5° F	BOLTS	ASTM A307 GRADE B
ROOF LIVE LOAD	20 PSF	NUTS	ASTM A563 GRADE A
SNOW LOAD	30 PSF	PLATE FLANGES	ASTM A36 W/ 0.80-1.20% MANGANESE
WIND LOAD	100 MPH	MISC PLATES	ASTM A36
EARTHQUAKE LOADS	SITE CLASS E, USE GROUP III	COUPLINGS	ASTM A105
CORROSION ALLOWANCE	1/8" 1st COURSE, BOTTOM & ANNULAR RING	GASKETS	BUNA-N
JOINT EXAMINATION	SPOT RADIOGRAPHY		

SURFACE PREPARATION & PAINTING

INTERIOR - BOTTOM AND LOWER 24" OF SHELL		EXTERIOR	
SURFACE PREPARATION	WHITE METAL BLAST (SSPC-SP5)	SURFACE PREPARATION	COMMERCIAL BLAST (SSPC-SP6)
COATING	INTERNATIONAL INTERLINE 985 CHOPPED GLASS ONE LAMINATE COAT (50-56 MILS DFT)	PRIMER	ONE COAT SHERWIN WILLIAMS 867AS (4-6 MILS DFT)
	ONE GEL COAT (10-20 MILS DFT)	FINISH	TWO COATS SHERWIN WILLIAMS 867-30 (3-4 MILS DFT PER COAT)

WITHERUP FABRICATION AND ERECTION, INC.
KENNERDELL, PA 16374
(814) 365-6601
CONTRACT NO. 12361
API STANDARD 650

APPENDIX	YEAR COMPLETED	2011
EDITION	11TH	REVISION NO.
NO. DIAMETER	50'-0"	NO. HEIGHT
NO. CAPACITY	550,000	DESIGN LVL. LEVEL
DESIGN SPEC. GRAVITY	0.85	MAX. OPER. TEMP.
DESIGN PRESSURE	ATMOSP.	PAINT. STRESS RELY.
WELD. STRESS RELY.	100% F	PURCHASER'S TANK NO.
SHELL COURSE	1	
AN. NO. - 1" PLATE		
AN. NO. - 1" PLATE		

NAMEPLATE - ITEM 12

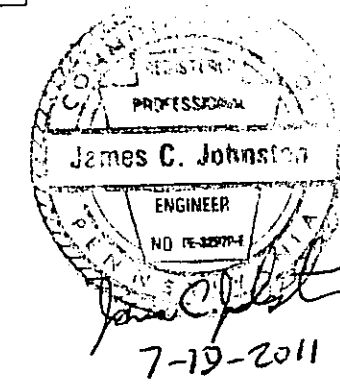
NOT TO SCALE.

WITHERUP FABRICATION AND ERECTION, INC.
KENNERDELL, PA 16374
(814) 365-6601
CONTRACT NO. 12361
API STANDARD 650

APPENDIX	YEAR COMPLETED	2011
EDITION	11TH	REVISION NO.
NO. DIAMETER	50'-0"	NO. HEIGHT
NO. CAPACITY	550,000	DESIGN LVL. LEVEL
DESIGN SPEC. GRAVITY	0.85	MAX. OPER. TEMP.
DESIGN PRESSURE	ATMOSP.	PAINT. STRESS RELY.
WELD. STRESS RELY.	100% F	PURCHASER'S TANK NO.
SHELL COURSE	1	
AN. NO. - 1" PLATE		
AN. NO. - 1" PLATE		

NAMEPLATE - ITEM 13

NOT TO SCALE.



NOTES:

- ALL ELEVATIONS SHOWN FOR STORAGE TANK & CONTAINMENT ARE FROM TOPSIDE/TANK ANNULAR RING PLATE UNLESS NOTED.
- FLANGE BOLT HOLES ON SHELL NOZZLES TO STRADDLE TANK VERT. & FLANGE BOLT HOLES ROOF NOZZLES TO STRADDLE TANK RAD. & UNLESS NOTED OTHERWISE.

REFERENCES:

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WITHERUP
FABRICATION AND ERECTION, INC.
KENNERDELL, PA

ELEVATION VIEW - KEROSENE STORAGE TANK #6 w/CONTAINMENT

CONNECTICUT RESOURCES RECOVERY AUTHORITY HARTFORD, CT

SCALE AS NOTED S.O.No. 29010

DRAWN DAS DATE 12-22-10

TRACED DATE

CHK'D JCJ DATE 1-21-11

APPR'D JCJ DATE 1-21-11

DRAWING No. 12361

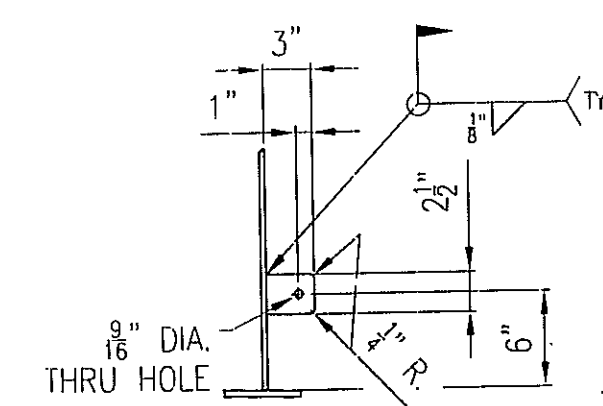
SHEET

CONSTRUCTION SUBMITTAL REVIEW

CONSTRUCTION REVIEW	DESIGN REVIEW
NO. REVIEWED (N)	NO. REVIEWED (N)
NO. APPROVED (A)	NO. APPROVED (A)
NO. REJECTED (R)	NO. REJECTED (R)

DATE: 8-24-11

DATE RETURNED: 9/14/11



WELD DETAIL ITEM 11

SCALE: 1" = 1'-0"

NO.	BY	DATE	DESCRIPTION
1	DOS	7-18-11	AS BUILT
0	DAS	5-2-11	RELEASED FOR CONSTRUCTION

REVISIONS

Technical drawing of a container shell pl. showing dimensions and features:

- Overall width: $6\frac{1}{4}"$
- Overall height: $36"$
- Top/annular pl. thickness: $\frac{3}{8}"$
- Shell pl. thickness: $\frac{3}{8}"$
- TR.M FLUSH INSIDE RADIUS GRIND EDGE
- 51 $\frac{1}{2}"$ DIA. CUTOUT
- Feature 1 (circled number 1)
- Detail view: $\frac{1}{2}"$ scale, 6x magnification

Technical drawing of a detail of a roll, showing a circular cross-section with dimensions and a section line.

Dimensions and features:

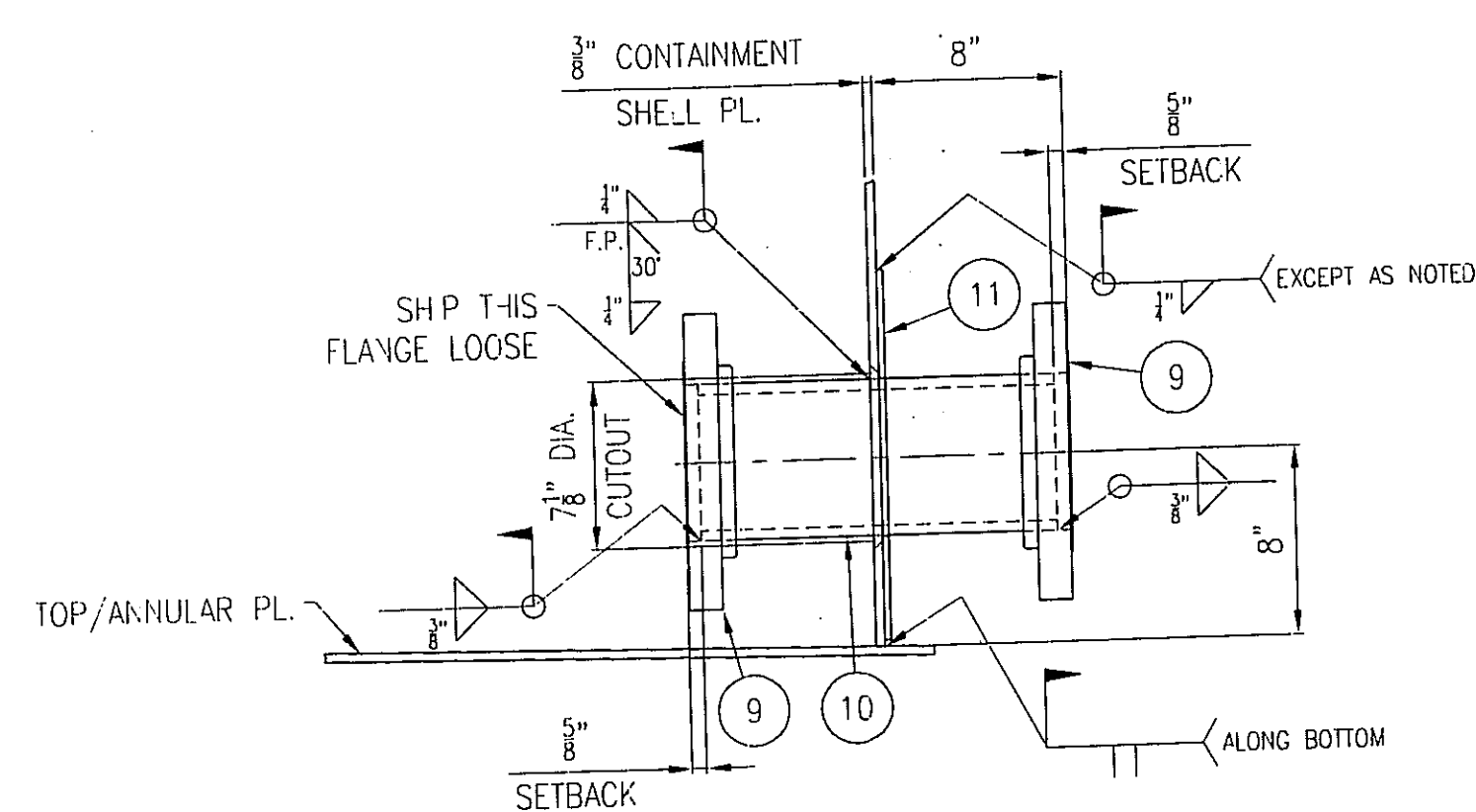
- Overall diameter: 16" O.D.
- Inner diameter: 8 3/4" I.D.
- Section line: 1 1/2" (indicated by a line with arrows pointing to the sectioned area)
- Drill hole: 7/16" DIA. DRILL THRU FOR 1/4" NPT. TAP FROM OPP. SIDE
- Roll direction: ROLL (indicated by a double-headed arrow)
- Roll diameter: 60" - 0.008" I.D.

DETAIL ITEM 6

(INSIDE SURFACE SHOWN)

SCALE: 1 1/2" = 1'-0"

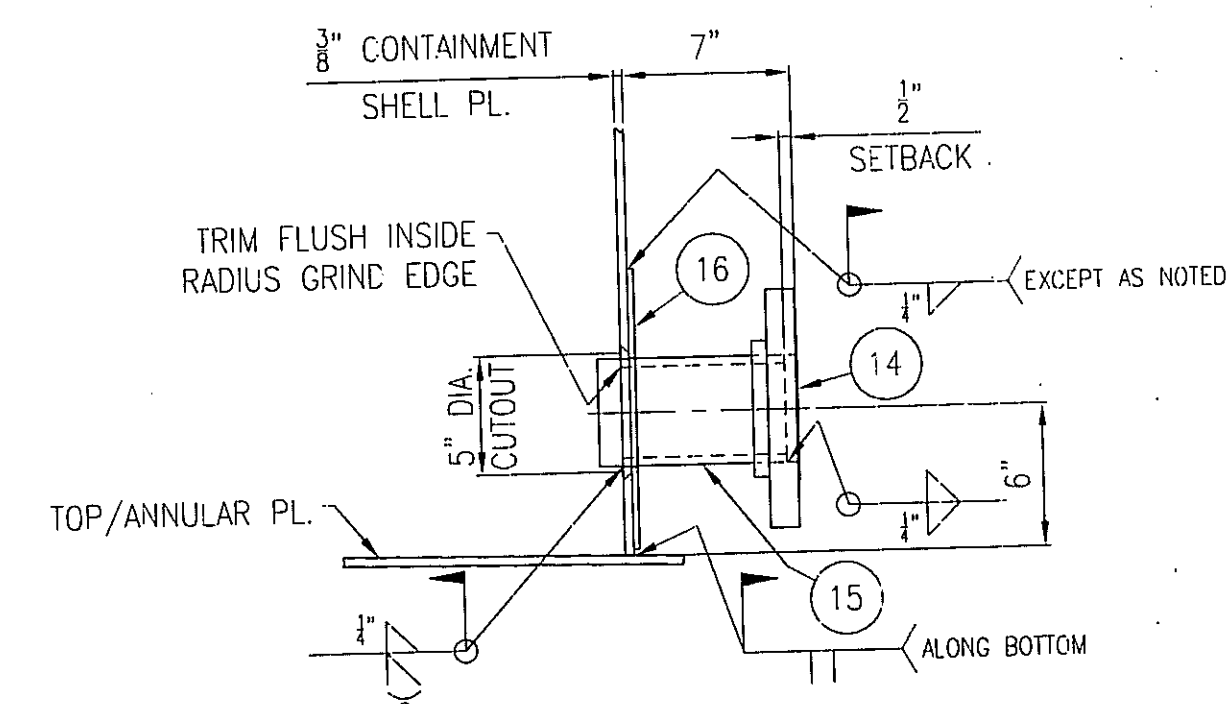
BILL OF MATERIAL				
ITEM	REQ'D	PART NO.	DESCRIPTION	WT.
		1-12372	30" DIA. API HINGED CONTAINMENT SHELL MANWAY - N1c	1,374#
1	2	12378	30" DIA. API HINGED SHELL MANWAY	1,374
		2-12372	8"-300# R.F. INLET/OUTLET CONTAINMENT SHELL NOZZLE - N1c (DOUBLE-HUB)	120#
4	2	A-105	FLANGE - 8"-300# R.F. SLIP ON	56
5	1	A-106 GR. B	PIPE - 8" SCH. 80 (0.500" WALL) x 14 $\frac{1}{2}$ " LG.	54
6	1	A-36 MOD	PLATE - $\frac{1}{4}$ " x 16" O.D. w/8 $\frac{1}{2}$ " I.D. CUTOUT (SEE DETAIL)	10
		3-12372	6"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE - N2c	83#
9	2	A-105	FLANGE - 6"-150# R.F. SLIP ON	34
10	1	A-106 GR. B	PIPE - 6" SCH. 80 (0.432" WALL) x 15" LG.	36
11	1	A-36 MOD	PLATE - $\frac{1}{4}$ " x 15 $\frac{1}{2}$ " x 15 $\frac{1}{2}$ " LG. (SEE DETAIL)	13
		4-12372	4"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE - N3c	124#
14	4	A-105	FLANGE - 4"-300# R.F. SLIP ON	52
15	4	A-106 GR. B	PIPE - 4" SCH. 80 (0.337" WALL) x 7 $\frac{3}{8}$ " LG.	40
16	4	A-36 MOD	PLATE - $\frac{1}{4}$ " x 11 $\frac{1}{2}$ " x 12" LG. (SEE DETAIL)	32



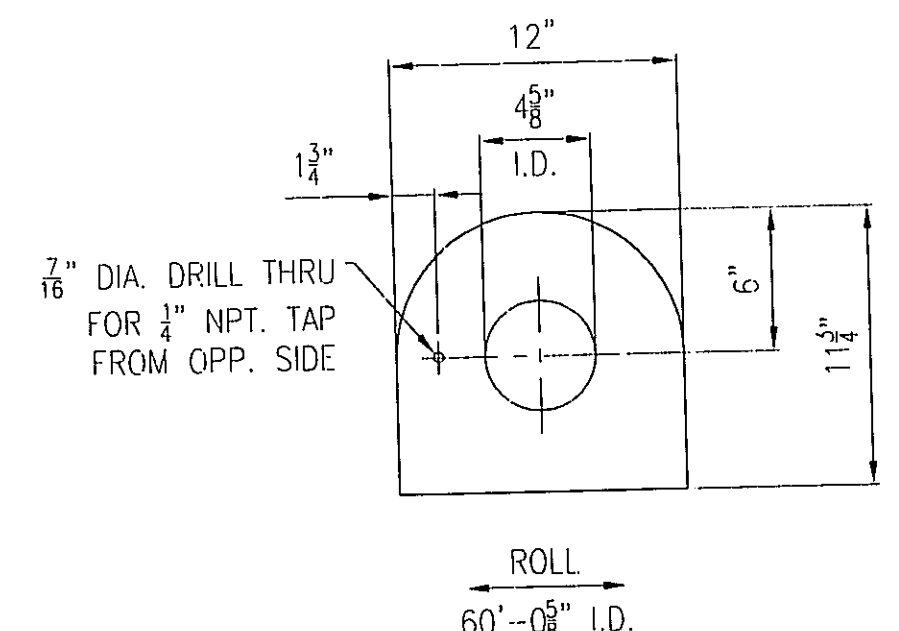
Technical drawing of a roll with the following dimensions and specifications:

- Overall width: $15\frac{3}{4}"$
- Inner diameter (I.D.): $6\frac{3}{4}"$
- Roll height: $13\frac{3}{8}"$
- Distance from top edge to center of hole: $7\frac{1}{8}"$
- Distance from left edge to center of hole: $17\frac{1}{8}"$
- Drill hole specification: $\frac{7}{16}"$ DIA. DRILL THRU FOR $\frac{1}{4}"$ NPT. TAP FROM OPP. SIDE
- Roll rotation: $60' - 0\frac{3}{8}"$ I.D.

DETAIL ITEM 11
(INSIDE SURFACE SHOWN)
SCALE: $1\frac{1}{2}" = 1'-0"$



4"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE - N3c
P.N. - 4-12372
CONSTRUCTION SUBMITTAL SCALE 1" = 1'-0"



DETAIL ITEM 16
(INSIDE SURFACE SHOWN)
SCALE: 1 1/2" = 1'-0"

REFERENCES:
DRAWINGS #12361 & #12362

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WITHERUP
FABRICATION AND ERECTION, INC.
KENNERDELL, PA

CONTAINMENT MANWAY & SHELL NOZZLES
CONNECTICUT RESOURCES RECOVERY AUTHORITY HARTFORD, CT

SCALE AS NOTED	S.O.No.	29010
DRAWN DAS DATE 1-3-11	DRAWING No.	SHEET
TRACED DATE		
CH'K'D JCJ DATE 1-19-11		
	12372	

[illegible]

1	DOS	7-13-11	AS BUILT
0	DAS	3-6-11	RELEASED FOR CONSTRUCTION
NO.	BY	DATE	DESCRIPTION
R E V I S I O N S			

Attachment C

State of Connecticut DAS Contract #15PSX0035

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

Paul Greco
Contract Specialist

860-713-5189
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

CONTRACT AWARD NO.:

15PSX0035

Contract Award Date:

9 June 2015

Bid Due Date:

1 June 2015

CONTRACT AWARD

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

DESCRIPTION:

87 OCTANE, 10% ETHANOL BLENDED GASOLINE, NUMBER TWO ULTRA LOW SULFUR HEATING OIL, NUMBER ONE ULTRA-LOW SULFUR DIESEL FUEL (KEROSENE) AND NUMBER TWO ULTRA-LOW SULFUR PREMIUM DIESEL FUEL

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: July 1, 2015 through June 31, 2020	
		AGENCY REQUISITION NUMBER: 3135	
IN STATE (Non-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
Est. \$ 150,050,000.00			Est. \$ 150,050,000.00

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

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

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

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

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

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

See page two for Contractor information

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **MELODY A. CURREY**

Title: CT DAS Commissioner

Date:

CONTRACTOR INFORMATION:

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

Company Name: Dime Oil Company, LLC

Company Address: 93 Industry Lane Waterbury, CT 06704

Tel. No.: 203-754-5334

Fax No.: 203-754-0790

Contract Value: Est. \$ 50,000,000.00

Delivery: As required

Contact Person: Tracy Cyr

Contact Person Address: same

Company E-mail Address and/or Company Web Site: tracy@dimeoil.com

Remittance Address: same

Certification Type (SBE, MBE or None): none

Agrees to Supply Political Sub-Divisions: Yes

Prompt Payment Terms: 0% 00 Net 45

CONTRACTOR INFORMATION:

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

Company Name: East River Energy, Inc.

Company Address: 401 Soundview Road Guilford, CT 06437

Tel. No.: 800-336-3762

Fax No.: 203-453-3899

Contract Value: Est. \$ 100,000,000.00

Delivery: As required

Contact Person: Donald M. Herzog

Contact Person Address: same

Company E-mail Address and/or Company Web Site: cmc@eastriverenergy.com

Remittance Address: same

Certification Type (SBE, MBE or None): none

Agrees to Supply Political Sub-Divisions: Yes

Prompt Payment Terms: 0% 00 Net 45

CONTRACTOR INFORMATION:

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

Company Name: Santa Buckley Energy, Inc.

Company Address: 154 Admiral Street Bridgeport, CT 06605

Tel. No.: 203-336-3541

Fax No.: 203-367-2412

Contract Value: Est. \$ 50,000.00

Delivery: As required

Contact Person: Lex Johnson

Contact Person Address: same

Company E-mail Address and/or Company Web Site: johnsonl@santaenergy.com

Remittance Address: same

Certification Type (SBE, MBE or None): none

Agrees to Supply Political Sub-Divisions: Yes

Prompt Payment Terms: 0% 00 Net 45

CONTRACT

15PSX0035

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

**Dime Oil Company, LLC, East River Energy Inc.,
Santa Buckley Energy, Inc.**

87 OCTANE, 10% ETHANOL BLENDED GASOLINE, NUMBER TWO ULTRA LOW SULFUR HEATING OIL,
NUMBER ONE ULTRA-LOW SULFUR DIESEL FUEL (KEROSENE) AND
NUMBER TWO ULTRA-LOW SULFUR PREMIUM DIESEL FUEL

Contract # **15PSX0035**

Contract Document

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This Contract (the "Contract") is made as of July 10, 2015 (the "Effective Date") shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Paul Greco, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

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

Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

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- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through June 30, 2020.
The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
- (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: No price increases are allowed under this Contract.
5. Rejected Items; Abandonment.
- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other
- (b) supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (c) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.

8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment,

waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

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

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of

Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

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

14. Purchase Orders.

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any

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Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

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

17. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract;

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the

degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:

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

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fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;

- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of

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Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with its respective terms and conditions. If Executive Order 14 is applicable, it is deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;

- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or

which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor

agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

34. Tangible Personal Property.

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

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

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

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

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

If to DAS:

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

If to the Contractor:

At the address set forth on Form SP-38.

37. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

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

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

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

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

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

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

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

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the

same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

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

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

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

47. Contractor Responsibility.

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

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

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

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

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

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

51. Cross-Default.

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

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

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

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

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

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

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

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

58. Health Insurance Portability and Accountability Act.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such

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

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

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

115PSX0035, Exhibit A
Description of Goods and Services and Additional Terms and Conditions

1. SCOPE OF REQUIRED SERVICES:

Contractor shall supply and deliver some or all of the following to Client Agencies around the State; 87 octane, 10% ethanol blended gasoline, number 2 ultra-low sulfur heating oil, number 1 ultra- low sulfur diesel (Kerosene) and number 2 ultra-low sulfur premium diesel fuel

a) Number 2 ultra-low Sulfur heating oil product requirements and specifications.

I. Number 2 ultra-low sulfur heating oil must meet the following requirements:

- Contain a sulfur content of no more than 15ppm (0.0015 %) by weight and remain in compliance with the requirements of Connecticut General Statutes 16a-21a as amended or otherwise changed from time to time.
- Comply with the requirements of Connecticut General Statutes 16a-21b. bio-diesel blend requirement for heating oil, if applicable.
- Comply with the American Society of Testing Materials ("A.S.T.M.") standard D396 or D6751 of latest issue.
- Number 2 ultra-low heating oil may require various sulfur contents to fulfill a particular Client Agency's requirements at any time. Differential pricing will apply to all varying grades of any substituted and alternative heating oil required at any time.
- In the event the Client Agency requires heating oil with specifications other than number 2 ultra-low sulfur heating oil, the Contractor will be given an opportunity to offer DAS applicable pricing.
- In the event a shortage of number 2 ultra-low sulfur heating oil should occur during the Contract term, DAS at its discretion and in the best interest of the State, may allow a change to an alternate fuel which complies with A.S.T.M. specifications.

b) Number 1 ultra- low sulfur diesel fuel and number 2 ultra-low sulfur premium diesel fuel

I. Number 1 ultra- low sulfur diesel fuel and number 2 ultra-low sulfur premium diesel fuel must meet the following requirements:

- Diesel fuel(s) offered must meet all standards set by State of Connecticut and Federal Regulations.
- Contain a sulfur content of no more than 15ppm (0.0015 %) by weight.

- The Contractor shall deliver the necessary blend of number 2 ultra-low sulfur premium diesel fuel at all times of the year based on daily ambient temperatures that effect fuel pour point and prevent gelling of the diesel fuel.

c) 87 Octane, 10% Ethanol Blended Gasoline

- I. 87 octane, 10% ethanol blended gasoline must be in compliance with all State and Federal Regulations and be in compliance with ASTM D4814 and ASTM D975.

EXHIBIT B PRICING FOR 87 OCTANE, 10% ETHANOL BLENDED GASOLINE, NUMBER 2 ULTRA-LOW SULFUR HEATING OIL, NUMBER 1 ULTRA-LOW SULFUR DIESEL AND NUMBER 2 ULTRA-LOW SULFUR PREMIUM DIESEL.

Exhibit B price differentials must be 1 firm price (+) or (-) for each fuel type per gallon for each Connecticut county and will apply to all Client Agency locations within the applicable county. The differential price per gallon includes all costs incidental to the loading, and delivery of the fuel into Client Agency fuel storage tanks with all personnel, delivery transportation, labor, equipment, tools and accessories provided by the Contractor.

Base fuel price(s) are subject to any increase or decrease reflected in the published fuel type pricing subscription selected by DAS as outlined in each specific fuel type base pricing description below. DAS will publish Client Agency daily fuel prices reflective of the day of delivery and will make the prices accessible on-line at www.das.state.ct.us under the heading "Fuel Prices". Generator fuel delivery pricing for the day of delivery will not be published. Client Agency's are encouraged to call DAS for generator fuel delivery pricing when necessary.

Any Contractor pricing data included, documented and/or posted with any fuel pricing subscription service used by DAS to establish DAS base cost for any and all fuel types covered under this Contract will not be considered in establishing base pricing. Should a Contractor's pricing be included, documented or posted in DAS used fuel type pricing subscription(s), the Contractor's data will be removed from any and all calculations utilized in determining DAS base pricing for any and all affected fuel types.

DAS reserves the right to transition to alternative base price published subscriptions, postings or timeframes for any fuel types covered by this Contract.

- The State reserves the right to "lock into" a fixed price for any and all fuel with the Contractor at any time for any designated time during the term of the Contract. Should the State choose to exercise its option to lock into a fixed fuel price, the State will notify the Contractor of its intention to do so and will negotiate the fixed fuel price with the Contractor.

Price discounts on early payments made by the Client Agency are listed on the Exhibit B Price Schedule. Discount terms will be defined as early payment made by the Client Agency and received by the Contractor within the term offered.

a) Exhibit B, 87 octane, 10% ethanol blended gasoline

- I. Exhibit B differential price is the fuel price per gallon above (+) or below (-) the DAS daily base price per gallon of 87 octane, 10% ethanol blended gasoline. The differential price applies to all Client Agency locations in its applicable county.
- II. The DAS daily base price per gallon for 87 octane, 10% ethanol blended gasoline will be the rack average price for 10% ethanol blend regular unleaded gasoline published daily Monday through Saturday in the Oil Price Information Service ("OPIS") for New Haven, Connecticut minus (\$0.0100) per gallon. Said average base price with said deduction is the "base price" and will apply on the day of delivery.

b) Number 2 ultra-low sulfur heating oil

- I. Exhibit B differential price is the fuel price per gallon above (+) or below (-) the DAS daily base price per gallon of number 2 ultra-low sulfur heating oil. The differential price applies to all Client Agency locations in its applicable county.
- II. The DAS daily base price per gallon for number 2 ultra-low heating oil is the rack average price for number 2 ultra-low sulfur heating oil published daily Monday through Saturday under the OPIS heading titled "Gross Ultra low Sulfur Red Dye No. 2 Distillate Prices" for New Haven, Connecticut minus (\$0.0100) per gallon. Said average base price with said deduction is the "base price" and will apply on the day of delivery.

c) Number 1 ultra-low sulfur diesel (Kerosene)

- I. Exhibit B differential price is the fuel price per gallon above (+) or below (-) the CT DAS daily base price per gallon of number 1 ultra-low sulfur diesel (Kerosene). The differential price applies to all Client Agency locations in its applicable county.
- II. The DAS daily base price per gallon for number 1 ultra-low sulfur diesel (Kerosene) is the rack average posted price for number 1 ultra-low sulfur diesel (Kerosene) published daily Monday through Saturday in the OPIS for New Haven, CT under the heading titled "OPIS Gross Ultra-Low Sulfur Distillate Prices", under the column titled "No. 1" minus (\$0.0100) per gallon. Said average base price with said deduction is the "base price" and will apply on the day of delivery.

d) Number 2 ultra-low sulfur premium diesel

- I. Exhibit B differential price is the fuel price per gallon above (+) or below (-) the DAS daily base price per gallon of number 2 ultra-low sulfur premium diesel. The differential price applies to all Client Agency locations in its applicable county.

- II. The CT DAS daily base price per gallon for number 2 ultra-low sulfur premium diesel is the rack average posted price for number 2 ultra-low sulfur premium diesel published daily Monday through Saturday in the OPIS for New Haven, CT under the heading titled "OPIS Gross Ultra-Low Sulfur Distillate Prices", under the column titled "Pre" minus (\$0.0100) per gallon. Said average base price with said deduction is the "base price" and will apply on the day of delivery.

e) Number 1 ultra-low sulfur diesel (Kerosene) and number 2 ultra-low sulfur premium diesel fuel for generator use.

- I. Exhibit B differential price is the fuel price per gallon above (+) or below (-) the DAS daily base price per gallon of number 1 ultra-low sulfur diesel and number 2 ultra-low premium diesel fuel. The differential price applies to all Client Agency locations in its applicable county. This differential only applies to delivery of fuel(s) to stationary generator tanks requiring a minimum of fifty gallons to a maximum of five hundred gallons. This differential price will not be in addition to the above aforementioned differential prices applied to number 1 ultra-low sulfur diesel (Kerosene) and number 2 ultra-low sulfur premium diesel fuel.
- II. The CT DAS daily base price per gallon for number 1 ultra-low sulfur diesel is the rack average posted price for number 1 ultra-low sulfur diesel published daily Monday through Saturday in the OPIS under the heading titled "OPIS Gross Ultra-Low Sulfur Distillate Prices", under the column titled No. 1" minus (\$0.0100) per gallon. Said average base price with said deduction is the "base price" and will apply on the day of delivery.
- III. The DAS daily base price per gallon for number 2 ultra-low sulfur premium diesel is the rack average posted price for number 2 ultra-low sulfur premium diesel published daily Monday through Saturday in the OPIS under the heading titled "OPIS Gross Ultra-Low Sulfur Distillate Prices", under the column titled "Pre" minus (\$0.0100) per gallon. Said average base price with said deduction is the "base price" and will apply on the day of delivery.

IV. Prices in effect for fuel delivery Performed on a Sunday will be the price in effect for Saturday.

V. DAS fuel prices are posted to the DAS web-site as follows:

Day Client Agency receives Fuel Delivery	Day of CT DAS Posted Price(s)
*Friday, *Saturday & Sunday	Monday **
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday

Taxes and Fees.

1. The State is exempt from the payment of all taxes imposed by the Federal Government and or the State except for the Connecticut Gross Receipts tax as identified below and such taxes must not be included in the differential price. The following applicable fees at their effective rates are to be itemized separately on all delivery invoices:

87 octane, 10% ethanol blended gasoline

- Connecticut Gross Receipts tax
- Oil Spill Liability Trust Fund

Number 2 ultra-low sulfur heating oil

- The National Oil Heat Research Alliance (N.O.R.A.) fee
- The Federal Leaky Underground Storage Tank (L.U.S.T.)
- The Oil Recovery Fee

Number 1 ultra-low sulfur diesel (Kerosene) and number 2 ultra-low sulfur premium diesel fuel

- Oil Spill Liability Trust Fund
- The Federal Leaky Underground Storage Tank (L.U.S.T.)

2. GENERAL DELIVERY AND SERVICE REQUIREMENTS

a) Routine delivery

- I. The Contractor shall Perform routine delivery of the entire fuel quantity requested by the Client Agency within twenty-four (24) hours after notification of an order by the Client Agency. Deliveries are not to be Performed unless authorized by the Client Agency.

b) Emergency deliveries

- I. Emergency deliveries are defined as critical deliveries to the Client Agency's required location. Contractors must make every possible attempt to deliver as promptly as possible. In the event of an emergency, the Contractor shall provide delivery Services under inclement weather and hazardous conditions. To obtain information about travel conditions throughout the State of Connecticut, the Contractor can contact the Connecticut Department of Transportation ("ConnDOT") Storm Operations Center at 860-594-2650.

c) Meters

- I. Delivery of fuel must be metered at the delivery point. Delivery trucks must be equipped with meters to accurately measure the quantity of fuel dispensed. The meters must be sealed in accordance with regulations established and enforced by the Connecticut Department of Consumer Protection, Division of Weights and Measures. The State reserves the right to cancel and or refuse deliveries from any delivery vehicle with a broken or unsealed meter. All meters must be equipped with a ticket printer, which will provide an accurate accounting of the amount of fuel delivered on a printed receipt. Delivery tickets must be locked in the printer from the start of the delivery until the delivery is completed and recorded. Delivery tickets must contain the following account information:

- Client Agency facility identification and address
- Client Agency purchase order number
- Fuel type
- Contractor name and address
- Date of delivery
- Truck motor vehicle registration number
- Water and fuel level from stick reading (before and after stick reading)
- Signature of Contractor's representative making the delivery

d) Tank access

- I. At the discretion of the Client Agency, the Client Agency will provide keys to the Contractor for unlocking fuel storage tank(s) and or filler cap(s) at Client Agency fueling facilities. In

the event lockable filler caps are damaged by the Contractor, Contractor will be charged for the cost of any and all repairs and or replacement of the equipment.

Note: ConnDOT has fueling over fill protection on many fuel storage tanks. Such filler tops require Contractors to possess a clamp-on type dispensing nozzle to fit the tank filler tops. Contractors shall not bypass this protection while making deliveries.

e) Sticking tanks

- I. Contractor shall have the fuel truck delivery driver stick measure the fuel storage tank before and after each delivery of fuel while in the presence of an authorized Client Agency representative (if available). The stick measure reading and water and fuel level measurement reading must be notated on the delivery ticket.

f) Damages caused by overfilling

- I. Contractors who damage fuel storage tanks or associated equipment will be responsible for any and all damages incurred to any and all fuel tank-monitoring units and associated equipment and for any necessary remediation of contaminated areas resulting from such damage.

g) Fuel Spills

- I. For fuel spills during normal working hours, the Contractor shall immediately notify the Client Agency representative on site and immediately report the incident to the Connecticut Department of Energy and Environmental Protection's Spill Incident Field Operations Unit at 860-424-3377.
- II. In the event of a fuel spill before or after normal Client Agency working hours, the Contractor shall Immediately report the incident to the nearest Connecticut State Police Troop location (in accordance with State Statute 22A-450) by calling the Connecticut Emergency Spill Reporting number at 860-424-3338 or by dialing 911.

h) Fuel Quality Sampling, Testing, Compliance and Quality Assurance

- I. Contractors shall be solely responsible for any and all costs incurred by a Client Agency to include but not be limited to administrative costs, and facility or related equipment failure costs due to any of the following:
 - Failure of the Contractor to provide requested fuel within the applicable timeframe-resulting in a fuel storage tank run out.

- Any and all damages and/or losses to any and all equipment resulting from the delivery of fuel(s) that do not meet specifications.

Should Contractor cause damages fuel deliveries will be suspended until the DAS is satisfied that any issues have been resolved and that future delivery of fuel product(s) will conform to Contract specifications.

At any time, Client Agency personnel may gain access to Contractor's delivery vehicle to obtain fuel samples for fuel quality and to verify quantities being delivered from the delivery vehicle.

- The State may test any fuel samples at an independent laboratory of its choice. In the event fuel samples tested result in the product not meeting specification, the Contractor will be responsible for assuming all expenses incurred for the testing, fuel product removal from Client Agency storage tanks and disposal of the fuel. The State may then exercise its right to purchase fuel from another Contractor. In the case of replacement, Contractor shall be liable for any and all additional costs incurred by the Client Agency in replacing the required fuel by use of another Contractor.

3. SPECIFIC CLIENT AGENCY DELIVERY REQUIREMENTS

a) Client Agency delivery of Number 2 ultra-low sulfur heating oil

- I. Contractors shall provide automatic delivery Service of number 2 ultra-low sulfur heating oil to all Client Agencies (other than gas interruptible facilities) from October 1st to March 31st annually unless the Client Agency directs the Contractor otherwise in writing. The Contractor shall ensure that Client Agency facilities do not run out of fuel. During the months of April 1st thru September 30th all fuel will be delivered upon Client Agency written request only. Contractors providing automatic delivery Service shall become familiar with specific Client Agency fuel usage as certain Client Agency requirements may vary due to operational requirements including but not be limited to weather, extended facility openings, closures etc.
- II. Delivery of number 2 ultra-low heating oil must be metered at the delivery site. The Contractor must make delivery of the entire quantity of fuel ordered by Client Agency. Delivery must be made during Client Agency's normal working hours unless the Client Agency authorizes alternative delivery timeframes in writing. A copy of any authorization for alternative delivery timeframes will be sent to the DAS Contract Specialist in charge of the Contract as well. Every attempt to have delivery tickets signed by Client Agency personnel must be made. In the event delivery tickets cannot be signed, a faxed copy of the delivery ticket will be faxed or emailed to the Client Agency within 24 hours of the fuel delivery. Saturday deliveries are acceptable provided that the Client Agency authorizes such fuel deliveries in writing.
- III. Delivery requests of number 2 ultra-low sulfur heating oil to Client Agency facilities that are natural gas interruptible facilities will be as authorized in writing by the Client Agency.

b) ConnDOT number 2 ultra-low sulfur premium diesel fuel

- I. ConnDOT number 2 ultra-low sulfur premium diesel fuel storage tank filler caps are color coded yellow. The Contractor shall place the fuel in the correct facility fuel storage tanks. The Contractor shall be liable for any incorrect fueling Services Performed and shall be liable for the cost of removing the incorrectly delivered fuel and any and all damage(s) that may arise from the fuel delivery error. Contractor representatives are encouraged to seek assistance from a Client Agency representative if they are unsure of the location of the fuel storage tank to be filled. The Client Agency shall maintain and keep storage tank filler caps clear of snow, ice, water and any other obstructions. Any Contractor experiencing difficulty in accessing storage tank filler pipes, shall contact the ConnDOT Fuels Control Unit at 860-594-2266.
- II. Fuel Storage Tank Monitoring Units (TMU) dictate the capacity of the fuel storage tank. Since the TMU manufacturer's optimum percent of tank capacity varies by manufacturer, ConnDOT orders fuel based on tank capacity minus tank capacity minus 10% minus the current inventory level.
- III. Contractor(s) should be aware that ConnDOT is responsible for and performs civil preparedness and response activities routinely. In light of this, deliveries within a 24 hour time period are required and critical for operations.
- IV. During the time period of November 1st to April 30th annually, ConnDOT maintains at least a 50% tank capacity of fuel inventory at all ConnDOT fueling facilities.
- V. During the time period of May 1 to October 30 annually, ConnDOT maintains at least a 25% tank capacity of fuel inventory at all ConnDOT fueling facilities.

c) ConnDOT 87 octane, 10% ethanol blended gasoline requirements

- I. ConnDOT 87 octane, 10% ethanol blended gasoline regular unleaded gas storage tank filler caps are color coded silver. The Contractor shall place fuel in the correct facility storage tanks. The Contractor shall be liable for any incorrect fueling Services Performed. Contractor shall be liable for the cost of removing any incorrectly delivered fuel and any and all damage(s) that may arise from the fuel delivery error. Contractor representatives are encouraged to seek assistance from a Client Agency representative if they are unsure of the location of the fuel tank to be filled. The Client Agency shall maintain and keep storage tank filler caps clear of snow, ice, water and any other obstructions. Any Contractor experiencing difficulty in accessing storage tank filler pipes, shall contact the ConnDOT Fuels Control Unit at 860-594-2266.
- II. During the time period of May 1st to October 30th annually, ConnDOT maintains at least a 50% tank capacity of 87 octane, 10% ethanol blended gasoline regular unleaded fuel inventory at all ConnDOT fueling facilities.

- III. Fuel Storage Tank Monitoring Units (TMU) dictate the capacity of the fuel storage tank. Since the TMU manufacturer's optimum percent of tank capacity varies by manufacturer, ConnDOT orders fuel based on tank capacity minus 10% minus the current inventory level.

d) Conn DOT Payments.

- I. Contractors shall mail or email daily invoices to the ConnDOT Fuels Control Unit promptly after delivery of the fuel. Any payment questions, issues or concerns may be directed to the Fuels Control Unit at 860-594-2267 daily, Monday through Friday, 7:30 a.m. to 3:30 p.m.

e) ConnDot Ordering Procedures

- I. ConnDOT ordering procedures include the use of email or the use of a facsimile and are placed by 9:00 AM daily and include the following:
- Station Number and location
 - Amount of gallons required
 - Type of fuel
 - Required delivery date (using routine "24" hour requirement)
 - Contractor name
- II. The email or facsimile confirmation shall then be sent back to the ConnDOT and retained with the order placement document.

4. ADDITIONAL TERMS AND CONDITIONS

a) Contract Separately/Additional Savings Opportunities

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

b) Mandatory Extension to State Entities

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

c) P-Card (Purchasing MasterCard Credit Card)

Purchases made by the Client Agency from the Contractor that are less than \$1,000 may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with

MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

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

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

d) Subcontractors

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

e) Reporting

The Contractor will be required to provide an annual report of all Client Agency fuel(s) consumption. The required reporting format shall be provided on a usage report that will be provided by the CT DAS Procurement.

f) Security and/or Property Entrance Policies and Procedures

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

g) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.

- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.
- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to

entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to any1 else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Ph1s are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds

or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.] The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed 1 (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

h) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)

- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
- (3) The Contractor shall assign at least 1 individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
 - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) notify the security badging office or BDL Airport Operations immediately of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than 1 (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
 - (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;

- (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
 - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

**BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than 1 (1) week after the effective date of the termination or transfer, along with a written

explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;

4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

Company Name Signature of Authorized Supervisor Initials

Company Mailing Address Print Full Name

City, State, Zip Title

Ph1 Number(s) Fax No. E-Mail Address

- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security