

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

Patrick DeConti
Contract Specialist

(860) 713-5061
Telephone Number

CONTRACT AWARD NO.:

06PSX0024

Contract Award Date:

1 May 2006

Bid Due Date:

16 March 2006

CONTRACT AWARD

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

DESCRIPTION: **Safety Lighting and Warning Devices**

FOR: The Department of Transportation, All Using state Agencies, Political Subdivisions, and Not-For-Profits.

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:
From Date of Award through December 31,2008**

AGENCY REQUISITION NUMBER: 20144

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
Est.\$200,00.00			Est.\$200,000.00*

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

CONTRACTOR INFORMATION:

Company Name: **Natick Auto Sales, Inc .dba / MHQ West Hartford**

Address: **119 South Street West Hartford 06110**

Tel. No.: **(860) 953-1387**

Fax No.: **(860) 953-1409**

Contract Value: **\$200,000.00**

Contact Person: **Tom Larkum**

Delivery:

Certification Type (None):

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **YES**

Remittance Information: **401 Elm Street Marlboro Ma. 01752**

Company E-mail Address tlarkum@mhqvehicles.com Company Web Site www.mhqvehicles.com

APPROVED _____

PATRICK DECONTI

Contract Specialist

(Original Signature on Document in Procurement Files)

Date Issued: 17 April 2006

STATE OF CONNECTICUT

CONTRACT NO.:06PSX0024

PROCUREMENT SERVICES

Patrick DeConti

Buyer Name

CONTRACT AWARD SCHEDULE

006PSX0024

IMPORTANT!

RETURN ORIGINAL AND ONE COPY

(860) 713-5061

Telephone Number

DELIVERY:

Items 1-6,8,9. 1-15 Days

TERMS: CASH DISCOUNT:

NET 45 DAYS % Days

Payment terms are net 45 days. Any deviation may result in bid rejection.

Bid prices shall include all transportation charges FOB state agency.

Page 1 of 8

Item No.	DESCRIPTION OF COMMODITY AND/OR SERVICES	Unit	Avg. Yrly. Amt.	DELIVERED NET UNIT PRICE
	OEM WHELEN STROBE LIGHTS AND REPLACEMENT PARTS AS LISTED FOR ITEMS 1 THROUGH 16 - NO SUBSTITUTES			
1	OEM Whelen Strobe Light, Light Model Senior 12V AMB Spade Bolt Mount, Model 1200 DHAS MUST MEET AAMVA APPROVAL Whelen # 01-0681715-ASC (ConnDOT No. 339-23-0443)	Each	13	<u>\$ 178.80</u> Part No. <u>1200DHAS</u>
2	OEM Whelen Strobe Light, DOT 3 System I and II, Model Rep Mini A Whelen #01-0660704-01 (ConnDOT No. 339-23-0535)	Each	66	<u>\$64.80</u> Part No. <u>REPMINIA</u>
3	OEM Whelen Strobe Light, DOT 3 System I and II Light Assembly, Remote Head with Branch Guard f/Model 360 Whelen #01-0660534-00C or Model SS 363 A (ConnDOT No. 339-23-0558)	Each	55	<u>\$ 154.20</u> Part No. <u>SS363A</u>
4	OEM Whelen Strobe Light, Bulb Assembly No. 80 f/Model 1200C Whelen #01-0461513-00C or Model 80TUBE C Series (ConnDOT No. 339-23-0570)	Each	10	<u>\$ 31.80</u> Part No. <u>80TUBE</u>

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PROCUREMENT SERVICES

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CONTRACT AWARD SCHEDULE

006PSX0024

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DELIVERY:

Item 7. 15-30 Days

TERMS: CASH DISCOUNT:

NET 45 DAYS % Days

(860) 713-5061

Telephone Number

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Bid prices shall include all transportation charges FOB state agency.

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Item No.	DESCRIPTION OF COMMODITY AND/OR SERVICES	Unit	Avg. Yrly. Amt.	DELIVERED NET UNIT PRICE
5	OEM Whelen Strobe Light, Tube Flash No. SS-Tube f/92 DOT-3 System, TUBE ONLY Whelen #01-0468256-00 or SS TUBE (ConnDOT No. 339-23-0572)	Each	102	<u>\$ 31.80</u> Part No. <u>SSTUBE</u>
6	OEM BULB ASSEMBLY ONLY for the 5 foot Model TA16205 Whelen Arrow Board, Austin 07-501X Whelen #01-0462380-01C (ConnDOT No. 339-23-0578)	Each	119	<u>\$ 8.40</u> Part No. <u>TA20TL12</u>
7	OEM Whelen Arrow Board, Model TA1652H f/Pickup Trucks Whelen #01-06827040-AOC (ConnDOT No. 339-23-0587)	Each	4	<u>\$ 717.00</u> Part No. <u>TA1652H</u>
8	OEM Whelen Strobe Light, Halogen Lamp, Stop & Turn f/97 Freightliner Whelen #34-0062488-00C (ConnDOT No. 339-23-0609)	Each	94	<u>\$ 19.50</u> Part No. <u>REPSTTWD</u>

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CONTRACT AWARD SCHEDULE

DELIVERY:

006PSX0024

Items 10 & 11. 45 Days

IMPORTANT!

TERMS: CASH DISCOUNT:

RETURN ORIGINAL AND ONE COPY

NET 45 DAYS % Days

(860) 713-5061

Telephone Number

Payment terms are net 45 days. Any deviation may result in bid rejection.

Bid prices shall include all transportation charges FOB state agency.

Page 3 of 8

Item No.	DESCRIPTION OF COMMODITY AND/OR SERVICES	Unit	Avg. Yrly. Amt.	DELIVERED NET UNIT PRICE
9	OEM Whelen Strobe Light, Bulb Assembly No. 80D TUBE for Model 1200D (ConnDOT No. 339-23-0632)	Each	27	<u>\$ 31.80</u> Part No. <u>80DTUBE</u>
10	OEM Whelen Strobe Light, Complete DOT-3 System 106D Whelen Model Number CTDOTSFED, with Branch Guards to Outfit DOT Trucks (ConnDOT No. 339-23-0642)	Each	9	<u>\$ 1205.00</u> Part No. <u>CTDOTSFED</u>
11	OEM Whelen Warning LED Lights (Stainless Steel) for 2005 International Dump Trucks with Light Boxes Whelen No.: CTDOTLEDSS (New item) (ConnDOT No. 339-23-0668)	Each	n/a	<u>\$ 1430.00</u> Part No. <u>CTDOTLEDSS</u>

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RETURN ORIGINAL AND ONE COPY

DELIVERY:

1-45 Days

TERMS:

CASH DISCOUNT:

NET 45 DAYS

%

Days

(860) 713-5061

Telephone Number

Payment terms are net 45 days. Any deviation may result in bid rejection.

Bid prices shall include all transportation charges FOB state agency.

Page 4 of 8

Item No.	DESCRIPTION OF COMMODITY AND/OR SERVICES	DISCOUNT FROM PRICE BOOK BASIS
12	<p>NEW OEM WHELEN STROBE LIGHTS AND REPLACEMENT PARTS OTHER THAN ITEMS 1 THROUGH 11, as per manufacturer's latest catalog and in accordance with the "Special Bid Terms and Conditions"</p> <p style="text-align: right;">Manufacturer: <u>WHELEN</u></p> <p style="text-align: right;">Parts Catalog No. & Date: <u>PPL06.0</u></p> <p style="text-align: right;">Price Sheet No. & Date: <u>PL06.OWL</u></p> <p style="text-align: right;">Price Column: <u>N/A</u></p> <p style="text-align: right;">Delivery in days: <u>1-45 DAYS ARO</u></p> <p style="text-align: right;">Warranty: <u>2/5 YEARS SEE ENCLOSED</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>PARTS CATALOGS AND CORRESPONDING PRICE SHEETS MUST ACCOMPANY BID RETURN</p> </div>	<p style="text-align: center;"><u>-40%</u></p>
13	<p>REPLACEMENT PARTS FOR REPAIRING OF OEM WHELEN UNITS OTHER THAN ITEMS 1 THROUGH 11 as per manufacturer's latest catalog and in accordance with the "Special Bid Terms and Conditions"</p> <p style="text-align: right;">Manufacturer: <u>WHELEN</u></p> <p style="text-align: right;">Parts Catalog No. & Date: <u>PPL06.0</u></p> <p style="text-align: right;">Price Sheet No. & Date: <u>PL06.OWL</u></p> <p style="text-align: right;">Price Column: <u>N/A</u></p> <p style="text-align: right;">Delivery in days: <u>1-45 DAYS ARO</u></p> <p style="text-align: right;">Warranty: <u>2/5 YEARS</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>PARTS CATALOGS AND CORRESPONDING PRICE SHEETS MUST ACCOMPANY BID RETURN</p> </div>	<p style="text-align: center;"><u>-40%</u></p>
13a	SHOP LABOR RATE FOR REPAIRS (for item 13)	<u>\$ 48.00 Price per Hour</u>

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CONTRACT AWARD SCHEDULE

DELIVERY:

006PSX0024

1-45 Days

IMPORTANT!

TERMS: CASH DISCOUNT:

(860) 713-5061

RETURN ORIGINAL AND ONE COPY

NET 45 DAYS % Days

Telephone Number

Payment terms are net 45 days. Any deviation may result in bid rejection.

Bid prices shall include all transportation charges FOB state agency.

Page 5 of 8

Item No.	DESCRIPTION OF COMMODITY AND/OR SERVICES	DISCOUNT FROM PRICE BOOK BASIS
14	<p>OEM WHELEN ROTA-BEAM LIGHTS and Replacement Parts, Including Halogen, other than Items 1 through 11, as per manufacturer's latest catalog and in accordance with the "Special Bid Terms and Conditions</p> <p style="text-align: right;">Manufacturer: <u>WHELEN</u></p> <p style="text-align: right;">Parts Catalog No. & Date: <u>PPL06.0</u></p> <p style="text-align: right;">Price Sheet No. & Date: <u>PL06.OWL</u></p> <p style="text-align: right;">Price Column: <u>N/A</u></p> <p style="text-align: right;">Delivery in days: <u>1-45 DAYSARO</u></p> <p style="text-align: right;">Warranty: <u>2/5 YEARS</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> <p>PARTS CATALOGS AND CORRESPONDING PRICE SHEETS MUST ACCOMPANY BID RETURN</p> </div>	<p><u>-40%</u></p>
14a	SHOP LABOR RATE FOR REPAIRS (for Item 14)	<u>\$ 48.00 Price per Hour</u>
15	<p>OEM WHELEN SIREN & SIREN SPEAKERS Other than Items 1 through 11 as per manufacturer's latest catalog and in accordance with the "Special Bid Terms and Conditions"</p> <p style="text-align: right;">Manufacturer: <u>WHELEN</u></p> <p style="text-align: right;">Parts Catalog No. & Date: <u>PPL06.0</u></p> <p style="text-align: right;">Price Sheet No. & Date: <u>PL06.OWL</u></p> <p style="text-align: right;">Price Column: <u>N/A</u></p> <p style="text-align: right;">Delivery in days: <u>1-45 DAYS ARO</u></p> <p style="text-align: right;">Warranty: <u>2/5 YEARS</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> <p>PARTS CATALOGS AND CORRESPONDING PRICE SHEETS MUST ACCOMPANY BID RETURN</p> </div>	<p><u>-40%</u></p>
15a	SHOP LABOR RATE FOR REPAIRS (for Item 15)	<u>\$ 48.00 Price per Hour</u>

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DELIVERY:

1-45 Days

TERMS: CASH DISCOUNT:

NET 45 DAYS % Days

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Telephone Number

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Bid prices shall include all transportation charges FOB state agency.

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Item No.	DESCRIPTION OF COMMODITY AND/OR SERVICES	DISCOUNT FROM PRICE BOOK BASIS
16	<p>OEM WHELEN - All other items NOT SPECIFIED in items 1 through 15, as per manufacturer's latest catalog and in accordance with the "Special Bid Terms and Conditions"</p> <p style="text-align: right;">Manufacturer: <u>WHELEN</u></p> <p style="text-align: right;">Parts Catalog No. & Date: <u>PPL06.0</u></p> <p style="text-align: right;">Price Sheet No. & Date: <u>PL06.OWL</u></p> <p style="text-align: right;">Price Column: <u>N/A</u></p> <p style="text-align: right;">Delivery in days: <u>1-45 DAYS ARO</u></p> <p style="text-align: right;">Warranty: <u>2/5 YEARS</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> PARTS CATALOGS AND CORRESPONDING PRICE SHEETS MUST ACCOMPANY BID RETURN </div>	<p><u>-40%</u></p>
16a	SHOP LABOR RATE FOR REPAIRS (for Item 16)	<u>\$ 48.00 Price per Hour</u>
17	<p>STROBE LIGHTS AND REPLACEMENT PARTS OTHER THAN WHELEN, as per manufacturer's latest catalog and in accordance with the "Special Bid Terms and Conditions"</p> <p style="text-align: right;">Mfg: <u>FEDERAL</u></p> <p style="text-align: right;">Parts Catalog No. & Date: <u>PPL1-1</u></p> <p style="text-align: right;">Price Sheet No. & Date: <u>2006 LIST PRICE BOOK</u></p> <p style="text-align: right;">Price Column: <u>N/A</u></p> <p style="text-align: right;">Delivery in days: <u>1-45 DAYS ARO</u></p> <p style="text-align: right;">Warranty: <u>3/5 YEARS</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> PARTS CATALOGS AND CORRESPONDING PRICE SHEETS MUST ACCOMPANY BID RETURN </div>	<p><u>-42.50%</u></p>
17a	SHOP LABOR RATE FOR REPAIRS (for Item 17)	<u>\$ 48.00 Price per Hour</u>

STATE OF CONNECTICUT

:06PSX0024

PROCUREMENT SERVICES

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CONTRACT AWARD SCHEDULE

006PSX0024

IMPORTANT!

RETURN ORIGINAL AND ONE COPY

DELIVERY:

1-45 Days

TERMS: CASH DISCOUNT:

NET 45 DAYS % Days

(860) 713-5061

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Payment terms are net 45 days. Any deviation may result in bid rejection.

Bid prices shall include all transportation charges FOB state agency.

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Item No.	DESCRIPTION OF COMMODITY AND/OR SERVICES	DISCOUNT FROM PRICE BOOK BASIS
18	<p>ROTA-BEAM LIGHT AND REPLACEMENT PARTS Including Halogen OTHER THAN WHELEN, as per manufacturer's latest catalog and in accordance with the "Special Bid Terms and Conditions"</p> <p style="text-align: right;">Mfg:</p> <p style="text-align: right;">Parts Catalog No. & Date:</p> <p style="text-align: right;">Price Sheet No. & Date:</p> <p style="text-align: right;">Price Column:</p> <p style="text-align: right;">Delivery in days:</p> <p style="text-align: right;">Warranty:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; width: fit-content;"> <p style="text-align: center;">PARTS CATALOGS AND CORRESPONDING PRICE SHEETS MUST ACCOMPANY BID RETURN</p> </div>	<p><u>-42.50%</u></p> <p><u>FEDERAL</u></p> <p><u>PPLI-1</u></p> <p><u>2006 LIST PRICE BOOK</u></p> <p><u>N/A</u></p> <p><u>1-45 DAYS ARO</u></p> <p><u>3/5 YEARS</u></p>
18a	SHOP LABOR RATE FOR REPAIRS (for Item 18)	<u>\$ 48.00 Price per Hour</u>
19	<p>SIRENS ,SIREN SPEAKERS & REPLACEMENT PARTS OTHER THAN WHELEN, as per manufacturer's latest catalog and in accordance with the "Special Bid Terms and Conditions"</p> <p style="text-align: right;">Mfg:</p> <p style="text-align: right;">Parts Catalog No. & Date:</p> <p style="text-align: right;">Price Sheet No. & Date:</p> <p style="text-align: right;">Price Column:</p> <p style="text-align: right;">Delivery in days:</p> <p style="text-align: right;">Warranty:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; width: fit-content;"> <p style="text-align: center;">PARTS CATALOGS AND CORRESPONDING PRICE SHEETS MUST ACCOMPANY BID RETURN</p> </div>	<p><u>-42.50%</u></p> <p><u>FEDERAL</u></p> <p><u>PPLL1-1</u></p> <p><u>2006 LIST PRICE BOOK</u></p> <p><u>N/A</u></p> <p><u>1-45 DAYS ARO</u></p> <p><u>3/5 YEARS</u></p>
19a	SHOP LABOR RATE FOR REPAIRS (for Item 19)	<u>\$ 48.00 Price per Hour</u>

STATE OF CONNECTICUT

06PSX0024

PROCUREMENT SERVICES

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Buyer Name

CONTRACT AWARD SCHEDULE

006PSX0024

IMPORTANT!

RETURN ORIGINAL AND ONE COPY

DELIVERY:

1-45 Days

TERMS: CASH DISCOUNT:

NET 45 DAYS % Days

(860) 713-5061

Telephone Number

Payment terms are net 45 days. Any deviation may result in bid rejection.

Bid prices shall include all transportation charges FOB state agency.

Page 8 of 8

Item No.	DESCRIPTION OF COMMODITY AND/OR SERVICES	DISCOUNT FROM PRICE BOOK BASIS
20	<p>ALL OTHER ITEMS NOT INCLUDED IN 17 THROUGH 19 OTHER THAN WHELEN, as per manufacturer's latest catalog and in accordance with the "Special Bid Terms and Conditions"</p> <p>Mfg: _____</p> <p>Parts Catalog No. & Date: _____</p> <p>Price Sheet No. & Date: _____</p> <p>Price Column: _____</p> <p>Delivery in days: _____</p> <p>Warranty: _____</p> <div data-bbox="107 695 574 831" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>PARTS CATALOGS AND CORRESPONDING PRICE SHEETS MUST ACCOMPANY BID RETURN</p> </div>	<p style="text-align: center;"><u>-42.50%</u></p> <p style="text-align: center;"><u>FEDERAL</u></p> <p style="text-align: center;"><u>PPL1-1</u></p> <p style="text-align: center;"><u>2006 PRICE BOOK</u></p> <p style="text-align: center;">N/A</p> <p style="text-align: center;"><u>1-45 DAYS ARO</u></p>
20a	SHOP LABOR RATE FOR REPAIRS (for Item 20)	<u>\$ 48.00 Price per Hour</u>
	<p>BIDDING VENDORS ARE URGED TO CAREFULLY READ AND REVIEW THE REVISED SPECIAL BID TERMS AND CONDITIONS.</p> <p>CATALOGS AND PRICE SHEETS QUOTED ON THIS PROPOSAL SCHEDULE MUST BE ON INCLUDED WITH THE BID RETURN.</p>	<p style="text-align: center;">Location of bidder's stock</p> <p style="text-align: center;"><u>119 SOUTH ST. W.HARTFORD,CT.</u></p> <p style="text-align: center;"><u>401 ELM STREET-MARLBORO,MA.</u></p> <p style="text-align: center;"><u>TOM LARKUM</u> <u>MICHAEL FRATONI</u> Contact person</p> <p style="text-align: center;"><u>(860) 953-1387</u> <u>(508) 573-2655</u> Telephone number</p> <p style="text-align: center;"><u>(508) 573-2755</u> Fascimile number</p> <p style="text-align: center;"><u>TLARKUM@MHQVEHICLES.COM</u> E-mail Address</p>

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 12/05
(Prev. Rev. 10/05)
Patrick DeConti
Contract Specialist

(860) 713-5061
Telephone Number

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

BID NO.:
06PSX0024

Standard Bid and Contract Terms and Conditions - Page 1 of 3

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

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

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

Submission of Bids

1. Bids must be submitted on forms supplied by Procurement Services. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.
2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.
5. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.
6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

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

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

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

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

Guaranty or Surety

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

Samples

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

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

Award

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

15. Procurement Services may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

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

Contract

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

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

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 12/05
(Prev. Rev. 10/05)
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STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID NO.:
06PSX0024

Standard Bid and Contract Terms and Conditions - Page 2 of 3

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

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

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

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

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

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

Delivery

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

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

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

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

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

Tangible Personal Property

29. (a) For any contract for provision of tangible personal property to the state entered into on or after the effective date of this section, each department head, as defined in section 4-5 of the general statutes, shall enter into an agreement with the contractor pursuant to which such contractor shall agree, on its own behalf and on behalf of each affiliate, as defined in subsection (d) of this section, of such contractor, for the term of the state contract, to collect and remit to the state on behalf of its customers any use tax due to the state under the provisions of chapter 219 of the general statutes for items of tangible personal property sold by the contractor or by any of its affiliates in the same manner as if the contractor and its affiliates were engaged in the business of selling tangible personal property for use in this state and had sufficient nexus with this state to be required to collect use tax due to the state. (b) The following provisions shall apply to and be made part of any agreement entered into pursuant to subsection (a) of this section: (1) The contractor and its affiliates are not liable for use tax not paid to them by a customer; (2) A customer's payment of a use tax to the contractor or its affiliates relieves the customer of liability for the use tax; (3) The contractor and its affiliates shall remit all use taxes they collect from customers on or before the due date specified in the agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected; and (4) Any contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes. (c) Any agreement entered into under subsection (a) of this section may provide that the contractor and its affiliates shall collect the use tax only on items that are subject to the six per cent rate of tax. (d) For purposes of this section, "affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. For purposes of this subsection, "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest. (PA 03-01 Sec.105)

Saving Clause

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

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 12/05
(Prev. Rev. 10/05)
Patrick DeConti
Contract Specialist

(860) 713-5061
Telephone Number

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

BID NO.:
06PSX0024

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

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

Advertising

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

Rights

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

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

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

Executive Orders

35. This Agreement is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms, 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 this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:

http://www.das.state.ct.us/Purchase/Info/Executive_Orders/%203-16-17-7B_Complete_Text.pdf

Records, Files, and Information

36. The contract resulting from the ITB is subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect

or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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

Health Insurance Portability and Accountability Act (HIPAA)

38. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

SAFETY LIGHTING AND WARNING DEVICES

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CONTRACT REQUIREMENTS

I. SCOPE:

- A. This contract is intended to cover the State of Connecticut, Department of Transportation's (ConnDOT's). This bid covers the requirements of all using State agencies, Connecticut political subdivisions and not-for-profit organizations for the purchase of **Safety Lighting and Warning Devices**, specifically OEM Whelen and other manufacturers for Strobe, Rota-Beam, Sirens and Siren Speakers, and other related warning devices.

II. Contract/Proposal Period:

- A The State intends that this contract shall be in effect **May 1,2006 through April 30,2008**. The State reserves the sole right to extend this contract for a period up to the full original contract term or parts thereof.

III. MANDATORY EXTENSION OF CONTRACT FOR USE BY POLITICAL SUBDIVISIONS OR NOT-FOR-PROFIT ORGANIZATIONS:

- A. Bidders are required to offer this contract (including pricing, terms and conditions) to Political Subdivisions of the State, including but not limited to towns, municipalities, public school systems and certain Not-for-profit Organizations. When a Political Subdivision and/or Not-for-profit Organization utilizes this contract all references to the "State" are hereby replaced with the name of the using Political Subdivision or Not-for-profit Organization.

IV. SPECIAL REQUIREMENTS:

- A. Bidding vendors must be an authorized distributor of the product lines they are offering at the time of bid opening and for the term of the contract. Bidding vendors may be asked to provide proof of distributorship prior to award.
- B. Bidding vendors must have the ability to provide service and replacement parts within the geographical boundaries of the State of Connecticut.
- C. Bidding vendors shall insure all applicable products purchased under this contract meet Automotive Manufacturer's Equipment Compliance Agency, Inc. approval as required on the "EQUIPMENT APPLIANCE LISTING BY JURISDICTION" Sheet of latest issue. **Awarded Contractor shall provide, upon request, a "Notice of Equipment Compliance" certifying that said products have been tested by an accredited laboratory and are in compliance with AMECA specifications.**
- D. Bidders shall be aware that reduction of Radio Frequency Interference with vehicular electronics will be an important part in determining the award.
- E. Bidding vendors shall hereby be advised that "On-Site Demonstrations" may be required by specific State Agencies and Political Subdivisions.

SAFETY LIGHTING AND WARNING DEVICES

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V. SHIPMENT:

- A. All orders shall be received with an itemized packing list denoting all contents, purchase order number and vendor invoice number.

VI. DELIVERY:

- A. Materials offered under this contract shall be primarily delivered by the vendor. The State may, on a limited basis, pick up and drop off materials at the vendor's place of business.
- B. Awarded vendor will be required to make deliveries in such quantities as so ordered or make repairs within 30 days ARO.
- C. All deliveries shall include transportation and delivery charges fully prepaid by the vendor, F.O.B. Destination, to any location within the State of Connecticut.
- D. The vendor shall be responsible for the delivery of material in first class condition at the point of delivery and in accordance with good commercial practices.

VII. BID PRICES:

- A. Bidding vendors shall quote, as designated on the Proposal Schedule, either the **NET UNIT PRICE PER ITEM** or **ONE OVERALL DISCOUNT PERCENTAGE**. The Discount Percentage will apply to the manufacturer's price sheet and column designation which will determine the net unit price in which the State will be billed.
- B. All items in the manufacturer's catalog(s) submitted by the bidder with the bid proposal shall be available for purchase.
- C. No additional charges will be allowed for packing or packages.
- D. Prices will be effective on the date the purchase order is issued or confirmed, regardless of the date the purchase orders are received by the vendor or delivery is made. If requested by the State, the vendor will accept a facsimile copy of the purchase order.
- E. **BIDDING VENDORS ARE REMINDED TO COMPLETE ALL INFORMATION ON THE PROPOSAL SCHEDULE. PRICE SHEETS AND CATALOGS QUOTED ON THE PROPOSAL SCHEDULE MUST BE RETURNED WITH THE BID.**

VIII. PRICE ADJUSTMENTS

- A. Prices must remain firm for the first year of the contract period. After the first year of the contract period, and each subsequent year, the awarded contractor(s) may file for a price adjustment consistent with and relative to price changes originating with the manufacturer and/or the market trends on an annual basis. The new pricing medium must be sent with the request for adjustment. Requests for such an adjustment must be fully and properly documented and, if approved, shall be firm until the next annual anniversary date of the contract. The State reserves the rights to reject any requested price adjustments if deemed excessive by the Department of Administrative Services.
- B. To request a price adjustment, the contractor(s) must submit a formal request to Patrick DeConti at the Department of Administrative Services/Procurement Services, Box 150414, Hartford, CT 06115-0414, within thirty (30) days of the annual anniversary date of the contract. If approved,

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price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by any State agency prior to the effective date will be honored by the Contractor at the price in effect at the time of the issuance of the purchase order.

IX. PRICE DECREASES:

- A. Price decreases will become effective immediately on the date specified in the manufacturer's printed notice of price change. The vendor shall bill the State at the reduced price on all deliveries made on or after the price reduction. The vendor shall promptly provide the State Procurement with a letter concerning the decrease and revised price list.

X. WARRANTY:

- A. Safety Lighting and Warning Devices furnished under this contract will be warranted against any defect due to faulty material and/or workmanship.
- B. An official warranty statement or information booklet stipulating the warranty terms offered must accompany the bid at the time of the bid opening and be endorsed by the manufacturer.

XI. ConnDOT INVOICING:

- A. The vendor shall invoice the State promptly after the delivery of goods. Questions regarding payment status may be directed to **Accounts Payable - (860) 594-2315**.
- B. All ConnDOT billing **MUST Be Forwarded Directly To Accounts Payable at:**
 - State of Connecticut - Department of Transportation
 - P.O. Box 317546
 - Newington, CT 06131-7546
 - Attn: Accounts Payable - SW1A

XII. QUESTIONS:

- A. Questions should be submitted in writing to:
 - Department of Administrative Services/State Procurement**
 - Box 150414**
 - Hartford, CT 06115-0414**
 - Attn.: Patrick DeConti**

At least ten (10) days prior to the bid opening date. Verbal responses shall be considered nonbinding.

XIII. INSTALLATION:

- A. The bidder's products shall meet installation approval by ConnDOT when installed in ConnDOT vehicles.

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XIV. BASIS OF AWARD:

- A. The following factors, in combination, will be considered in awarding the contract, not necessarily listed in the order of their importance:
- Quality of merchandise offered as per specification
 - Net prices at which the State will be billed
 - Ability of vendor to render satisfactory service and repairs within the boundaries of the State of Connecticut
 - Bidders shall be aware that reduction of Radio Frequency Interference with vehicular electronics will be an important part in determining the award.
- B. Items 1 through 16a will be awarded to ONE overall lowest acceptable bidder offering OEM-WHELEN.
- C. For items 17 through 20a, the State may formulate a multiple award to provide a complete line of related products (other than Whelen) from their manufacturers to meet the needs of the State and Political Subdivisions.
- D. The State reserves the right to award by item, group of items or total bid and to purchase whatever material is required from the most economical source of acceptable supply. The State further reserves the right to reject any or all bids, waive technicalities and to make awards in a manner deemed in the best interest of the State.

XV. IDENTIFICATION:

- A. Each complete item shall bear a label or stamp showing the manufacturer's trade name.

XVI. PRICE SHEETS & PARTS CATALOGS:

- A. Awarded vendors will be required to furnish Connecticut State Agencies and Political Subdivisions who are using this contract with the necessary number of catalogs and price sheets at no extra cost.
- B. The Department of Transportation will require 15 catalogs and corresponding price sheets to be delivered at no cost to the following sites upon award. Updated catalogs and price sheets will automatically be sent to these locations at no extra cost to the State.

ConnDOT REPAIR GARAGES

263 Freestone Avenue, Portland, CT 06480
1050 Federal Road, Brookfield, CT 06804
11 Candlewood Hill Road, Higganum, CT 06441
151 Route 800, Torrington Road, Winchester, CT 06098
41 Tolland Turnpike, Willington, CT 06279
East Granby Road, Windsor, CT 06095
660 Brook Street, Rocky Hill, CT 06067
660 Middlesex Turnpike, Old Saybrook, CT 06475

2 Brookside Drive, I-95 SB, Darien, CT 06820
100 Chase River Road, Waterbury, CT 06704
486 River Road, Lisbon, CT 06351
501 Goff Road, Wethersfield, CT 06109
Rte. 12, Industrial Park Road, Putnam, CT 06260
North High Street, East Haven, CT 06512
44 Banner Drive, Milford, CT 06460

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XVII. INSURANCE:

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

A. 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 Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

B. Automobile Liability

\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

C. Workers Compensation and Employers' Liability

Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee, and \$500,000 disease-policy limit.

D. Minimum Scope of Insurance

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with the Department of Administrative Services on the standard Accord Certificate of Insurance form showing the specified insurance and limits. The State of Connecticut shall be named as an Additional Insured. The contractor's insurer shall have no right of recovery of subrogation against the State and the contractor's insurance shall be primary coverage.

XVIII. REPORTING REQUIREMENTS:

A. The awarded vendors are required to furnish the Department of Administrative Services with a summary of the total purchases made under this contract on a yearly basis.

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XIX. E-COMMERCE - CORE CT SUPPLIER KIT:

- A. The State of Connecticut has begun utilizing an internet-based E-Procurement ordering system (PeopleSoft), known as Core-CT. With Core-CT, companies receiving awards from this quote/bid will receive purchase orders from the State of Connecticut through this system.
- B. Companies shall be required to provide the State of Connecticut with functional data files **WITH THEIR BID RESPONSES**, including detailed product and pricing information. These files will then be loaded into catalog management for ordering and inventory purposes. Companies that do not and/or cannot comply with these requirements shall be terminated from the bid process. For additional detailed information on E-Commerce/Data File Requirements and Core-CT please go to http://www.das.state.ct.us/Purchase/Info/supplier_kit.asp.

XX. AUDIT:

- A. At the option of the State and at its own expense, periodic audits may, at reasonable times, be made of the vendor's books and records insofar as they pertain to the Contract. Such audits will be conducted by the State or a representative appointed by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

XXI. P-CARD (PURCHASING CREDIT CARD):

- A. The State of Connecticut may use a MasterCard purchasing card for order placement and payment in many instances. Suppliers who accept credit cards should anticipate that some or all orders issued as a result of this bid may be paid by using the purchasing card. The Supplier shall be aware that he/she is responsible for the credit card user-handling fee associated with credit card purchases. Suppliers should only charge to the State's MasterCard when the goods are delivered (physical receipt of goods, at store), or are shipped.
- B. Questions regarding the State of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

XXII. GENERAL INFORMATION:

- A. This contract has been restructured to include two (2) sections and are explained as follows:
- B. **OEM-WHELEN** (Items 1 through 16a) to handle repairs and replacements of existing inventory currently installed on the fleet used predominantly in the ConnDOT & State Police.
- C. **OTHER MANUFACTURERS** (Items 17 through 20a) allows for the purchase & implementation of new systems & designs or individual purchases for various fleet applications not Whelen.
- D. The Department of Transportation contact for this bid is John Swanson at 860-593-2350.

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XXIII. BUSINESS OPERATIONAL CHANGES:

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

**Department of Administrative Services/State Procurement
Attn. Patrick DeConti
Box 150414
Hartford, CT 06115-0414**

XXIV. QUANTITIES:

- A. Quantities listed on the Proposal Schedule are ESTIMATES ONLY. Actual quantities will be stated at the time of purchase order issuance. Estimated ConnDOT annual average usage is \$120,000.00.