

**Bidders Manual
For The Sale of Forest Products
From State-Owned Lands**



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State of Connecticut
Department of Energy and Environmental Protection
Bureau of Natural Resources
Division of Forestry
79 Elm Street, 6th Floor
Hartford, CT 06106-5127
(860) 424-3630
www.ct.gov/dep/forestry

FOREWORD

The Department of Energy and Environmental Protection is a major contributor to the forest-based sector of Connecticut's economy, largely through the sale of forest products generated by an active forest management program on State-owned forestlands.

In these times of increasing pressures on Connecticut's forest resources, it is more important than ever that our forested lands receive the benefits of an active forest management program. Only through a carefully planned and administered program can a healthy, more vigorous forest be developed and maintained for future generations. A healthy forest ecosystem is better able to withstand the demands placed on it. Today recreation and the demand for locally grown wood products and firewood compete with threats from invasive plants, insects and catastrophic weather events.

The Division of Forestry practices the sustainable management of ecosystem services to protect water quality, wildlife habitat, and unique and fragile areas while providing a variety of forest products. The State forests are managed as examples of good natural resource stewardship and used as a model for private landowners.

A key to maintaining this vibrant forest management program is the ability to utilize the forest products that must be harvested from time to time from our forested land and doing so in a manner that leaves the forest on the path to an improved condition. The Connecticut Forest Practices Act ensures that technically qualified Forest Practitioners implement purposefully designed management on State-owned forested lands.

The work of these professionals improves wildlife habitat, removes diseased and defective trees, favors healthy trees with vigorous growth, and enhances the resilience of biodiversity found in our forests.

Sound forest management is good stewardship of our precious forest resources for our children and our children's children to enjoy. To that end, the Division of Forestry continues to seek out reliable bidders who are capable of quality work.

Christopher R. Martin
State Forester / Director Division of Forestry

Approved by:



Susan W. Frechette
Deputy Commissioner

***BIDDERS MANUAL
FOR THE
SALE OF FOREST PRODUCTS FROM STATE-OWNED LANDS***

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AFFIRMATIVE ACTION / EQUAL OPPORTUNITY

The Department of Energy and Environmental Protection is an affirmative action/equal opportunity employer and service provider. In conformance with the Americans with Disabilities Act, DEEP makes every effort to provide equally effective services for persons with disabilities. Individuals with disabilities who need this information in an alternative format, to allow them to benefit and/or participate in the agency's programs and services, should call 860-424-3035 or e-mail the ADA Coordinator, at DEP.aoffice@CT.Gov. Persons who are hearing impaired should call the State of Connecticut relay number 711.

Purpose of this Manual:

The Division of Forestry seeks reliable bidders who are capable of quality work. This manual outlines the procedures the Division of Forestry utilizes in soliciting bids from certified forest practitioners. Please read the manual carefully. It offers samples of the bid invitation, how to submit a bid, a typical sales agreement, and insurance requirements. Every sale is based on competitive bids. Sales are awarded to the qualified bidder who best meets the terms and conditions of each particular sale.

General Information:

If you would like to receive bid invitations for the sale of forest products from State-owned lands, please fill out the application in Appendix E, page 26, and mail it to the Hartford office.

The administration of sales of forest products from state-owned lands is divided between the offices as follows:

VALLEY OFFICE

117 West River Road
P.O. Box 161
Pleasant Valley, CT 06063

Telephone: (860) 379-7085

HARTFORD OFFICE

Forestry Division
79 Elm Street
Hartford, CT 06106

Telephone: (860) 424-3630

MARLBOROUGH OFFICE

Forestry Division
Eastern District HQ
209 Hebron Road
Marlborough, CT 06447

Telephone: (860) 295-9523

COUNTIES

Fairfield County
Litchfield County
New Haven County
Hartford County (W of river)

ADMINISTRATION

Bidders List
Bid Invitations
Contracts
Insurance

COUNTIES

Middlesex County
Windham County
New London County
Tolland County
Hartford County (E of river)

After sending in a completed request to be placed on the Bidders List (Appendix E, page 26) to the Hartford Office, you will be sent Invitations to Bid on forest products offered for sale.

How the DEEP FORESTRY DIVISION sells forest products

1. A 10-year Forest Management Plan (FMP) is developed and approved by the Deputy Commissioner.
2. In compliance with an approved FMP the DEEP field Forester drafts a prescription for a detailed silvicultural operation.
3. The silvicultural operation is reviewed by DEEP Fisheries, Wildlife, Recreation, Operations, Inland Wetlands, and The Natural Diversity Data Base. Upon review and concurrence by the multi-DEEP disciplines the State Forester approves the plan.
4. The field Forester marks and tallies timber designated for sale and prepares an Invitation to Bid.
5. The Invitation to Bid that includes a detailed report of timber for sale and a showing and publicly available bid disclosure date is sent to bidders either by mail, e-mail, and/or on-line posting.
6. Bidders may attend the Bid Showing as indicated on the invitation to bid or inspect the harvest area on their own.
7. Bids must conform to the requirements indicated on the Invitation to Bid.
8. The bids are opened publicly and are tabulated by the Forestry Supervisor. The sale is awarded with concurrence of the State Forester.
9. The successful bidder is verbally notified to confirm that the bid will be honored and the terms of sale accepted. Upon such confirmation, a summary of the Bid Results is mailed to all bidders for that sale.
10. A Sales Agreement is drafted and signed by the successful bidder (Buyer) who will provide a performance deposit and a valid certificate of insurance to DEEP according to the agreement. The Buyer will also be required to provide other supporting documentation such as signature, resolutions, non-discrimination certifications and ethics affidavits as appropriate. (see Appendixes C and D)
11. The Sales Agreement will then be signed by the State and sent to the Buyer. Harvesting may begin only after the agreement is fully executed, performance deposit and first payment received and must be conducted according to the Agreement.
12. Once the harvest is complete, the Monitoring Forester fills out a Completion Report verifying silvicultural objectives have been met and notations of any operator performance issues. The Monitoring Forester sends a copy to the Forestry Supervisor and notifies the Buyer, as outlined in the Sales Agreement.
13. Upon receipt of the Completion Report, the Forestry Supervisor determines if the harvest has been performed in accordance with the terms and conditions of the agreement. If it has, the performance deposit will be returned to the Buyer. If not, the State may retain all or a portion of the deposit.

BIDDERS LIST

The Division of Forestry will only accept bids from individuals and entities on the Bidders List. The bids must be signed by a Connecticut certified Supervising Forest Products Harvester or Forester.

To be included on the list, complete the Bidder's Application in Appendix E of this manual. Invitations to bid will be mailed to prospective bidders based on their interest by county and species mix. The State reserves the right to convert to an electronic bid announcement process.

BID TERMS AND CONDITIONS

Please note that Appendices A and C of this manual contain the Invitation to Bid and Sales Agreement.

Invitations to Bid will contain a specific payment schedule and work requirements that apply only to that sale. It is IMPERATIVE that all bidders read and fully understand the payment schedule and work requirements before submitting a bid.

Any questions regarding the content of a bid should be directed to the field forester named as contact person in the Invitation to Bid before the bid submission deadline.

Once the bid submission deadline has passed, no further bids will be accepted.

Bids will be opened only after the bid submission deadline. Bids shall be opened in a public setting with at least one witness present. All sale records for any bid shall be open to public inspection, upon request, or by appointment, during normal business hours of the Division of Forestry.

The Division of Forestry does not award sales at the time of bid opening. Awards are made as soon as practicable after the opening.

Bidders who have tied for the high bid will be required to submit new sealed bids, **in writing, that must be received by DEEP Forestry at 79 Elm Street within (7) calendar days of notification of the tie**, until the tie is broken.

After the bid opening, any bidder may withdraw their offer in writing to the Forestry Supervisor. If the successful bidder fails to execute and return the Sales Agreement within fourteen (14) business days, the DEEP may award the sale to the next bid after 30 days or re-bid the sale at the discretion of the State Forester. After fourteen (14) business days one warning letter will be sent to the bidder and failure to respond to the conditions of the letter will be a determination that the bidder is unresponsive.

FORM OF BIDS

A bid response will constitute a valid offer good for sixty (60) days from the date of the bid opening.

All bids will be in terms of cash (with payments by check or money order).

Bids must be written legibly in ink or typed.

The bid must be signed in ink by a Connecticut Certified Supervising Forest Products Harvester or Forester who is authorized by the bidder to do so.

Return the completed Bid Response Form (Appendix B) and all pertinent information to the correct Forestry office in a sealed envelope. The envelope should be plainly and legibly marked along the lower left bottom edge with: "BID - SALE # _____" (# from bid invitation heading), as in Appendix B, attached.

PLEASE NOTE: The Division of Forestry reserves the right to overlook or waive inadvertent technical flaws or minor deficiencies in any bid if the best interests of the State would be served, and without any prejudice to the rights of other bidders.

GROUNDINGS FOR THE REJECTION OF BIDS

THE DIVISION OF FORESTRY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, FOR ANY OR NO REASON, IF DOING SO IS IN THE BEST INTERESTS OF THE STATE. SOME POSSIBLE REASONS FOR BID REJECTION ARE:

- (a) Bid submitted with conditions, or which changes, alters, or does not meet the specifications of the bid invitation.
- (b) Illegible bid, bid prepared in pencil or Bid Response Form unsigned by bidder.
- (c) Faxed bids or a bid response received with any indication that the form has been faxed.
- (d) Bid received after the submission deadline.
- (e) Bid envelopes without a "bid-sale number" opened prior to the bid closing day/date/time because the offer could not be properly identified.
- (f) Bid submitted by a bidder who is not on the Bidders List.
- (g) Bid submitted by a Bidder which is not signed by a Connecticut Certified Supervising Forest Products Harvester or Forester.
- (h) Bid submitted by a bidder who is in violation of the terms of an active DEEP Forest Product Sales Agreement, has had a performance deposit revoked within the last 12 months and/or has been removed from the Bidders List in accordance with CGS 4e-34.

- (i) Bid submitted by a bidder who is the Buyer in a sales agreement which has been terminated due to violation of the terms of the sales agreement within 12 months of the day of the bid closing or for conducting the harvest operation in a manner which violates the provisions of the Connecticut Forest Practices Act.
- (j) The highest bid does not reasonably meet current fair market value.
- (k) Other determinations, which, in the judgment of the State Forester, render the bid as unresponsive. Such as a bidder's representative offering more than one bid per sale for the same or different companies.

OBLIGATIONS OF THE SUCCESSFUL BIDDER

1. The successful bidder shall sign the Sales Agreement in ink within fourteen (14) business days of receipt and send or bring all supporting documentation to: Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127. (860)424-3699.
2. The successful bidder shall also submit to DEEP Forestry, an original certificate of insurance, which indicates that the bidder has the insurance policies required, and that the State of Connecticut is named as an additional insured on the policies using the following statement: *“The State of Connecticut, its officers, officials, employees, agents, boards, and commissions shall be named as additional insured with respect to the Commercial General Liability coverage”* as required in paragraph 12 of the sales agreement prior to harvesting. The name and address of the insured on the policy must be the same as the name and address of the BUYER on the contract. The “Certificate Holder” must be: State of Connecticut DEEP Forestry, 79 Elm St., Hartford, CT 06106-5127
3. If the successful bidder fails to execute and return the Sales Agreement within fourteen (14) business days, as required above, the DEEP may award the sale to the next bid after 30 days or re-bid the sale at the discretion of the State Forester. After fourteen (14) business days one warning letter will be sent to the bidder and failure to respond to the conditions of the letter will be a determination that the bidder is unresponsive.

Appendix A

CONNECTICUT DEPARTMENT OF ENERGY and ENVIRONMENTAL PROTECTION
DIVISION OF FORESTRY
INVITATION TO BID – FOR THE SALE OF FOREST PRODUCTS
SALE #

The State of Connecticut, Department of Energy and Environmental Protection, Division of Forestry, offers the following forest products for public sale:

1. **DESCRIPTION:** *Hardwood - Softwood* Sawtimber stumpage: 00000000 B.F. International 1/4" tree scale (see tally sheet). Mixed hardwood pole timber stumpage: 000 cords firewood (see tally sheet). Trees to be cut are marked with color(s) paint at approximate head height and at stump level. If not utilized, all marked trees must be felled and lopped.
2. **LOCATION:** State Forest, Block, Compartment, Stand. The harvest area is located (see map). The harvest area is approximately acres.

The BUYER will enter into a formal, written Sales Agreement with the State of Connecticut which includes, but is not limited to, the following obligations:

1. **PAYMENTS & DEPOSITS:**

(A) **PAYMENTS:** *A fraction of payment, for example:* - One-fourth (1/4) of the payment will be due prior to harvest, but no later than the close of business on date. One-fourth (1/4) of the payment will be due within 14 days of the start of harvest operations, but no later than the close of business on date. The balance will be due in full when in the opinion of the State's Monitoring Forester trees have been cut on one-half (1/2) - or other fraction - of the harvest site, but no later than the close of business on date.

(B) **PERFORMANCE DEPOSIT:** The BUYER shall post a performance deposit to the STATE in the amount of \$0000.00 prior to the start of harvest operations, but no later than thirty (30) days after the Agreement has been executed by the State.

2. **WORK REQUIREMENTS:**

(A)

(B)

Interested persons may inspect the harvest area in the company of a DEEP Forester on: *Day and Date at 9 AM.* (Meet at) – OR may inspect the harvest area at their convenience. For more information contact DEEP Forester ; phone:

SEALED BIDS MUST BE SUBMITTED NO LATER THAN: *Day and Date at 9 AM.*

TO SUBMIT A BID, YOU MUST:

1. Complete the attached **BID RESPONSE FORM** and seal it in an envelope.
2. Write "**SALE #:** " on the outside of the envelope.
3. **Mail or bring the envelope to:** Connecticut DEEP Eastern District HQ, Division of Forestry, 209 Hebron Road, Marlborough, CT 06447 or DEEP Forestry, Pleasant Valley Field Office, 117 West River Road, P O Box 161 Pleasant Valley, CT 06063

All information pertaining to payment schedule, work requirements and other agreement specifications may be obtained at the time of the showing or by contacting the DEEP Forester indicated above.

The Bidder has the responsibility to submit a written bid in the required format, utilizing the attached bid response form, by the time and date indicated above.

The attached tally sheets are estimates only and not a guarantee of board foot or cordwood volume. The State reserves the right to reject any and all bids for any or no reason.

Christopher R. Martin
State Forester/Director Division of Forestry

SAMPLE

TALLY SHEET FOR TIMBER ESTIMATES

Sale #:				Property Name:							
Type:				Marked By:							
Acres:				Date Marked:							
Tally Form Used:											
Species	Red Oak		Black Oak		White Oak		Other Hardwoods		Summary		
DBH	# of trees	Bd. Ft.	# of trees	Bd. Ft.	# of trees	Bd. Ft.	# of trees	Bd. Ft.	# of trees	Bd. Ft.	
8											
10											
12											
14											
16											
18											
20											
22											
24											
26											
28											
30											
32											
34											
36											
Total:											
Average:											
Total Volume:			Total Tally for Trees:				Average Vol./Tree:				
Notes:			Total Tally for Culls:			Pole culls:			Saw culls:		

Appendix B:

Sample Bid Response Form /Bid Envelope

The bid response form to the right shows the format your bid should have.

IMPORTANT NOTE: The name of the Bidder must be the same as the name of the insured on the required insurance policy.

CONNECTICUT DEPARTMENT OF ENERGY and ENVIRONMENTAL PROTECTION
 DIVISION OF FORESTRY
 BID RESPONSE FORM
 SALE #:

BIDS WILL ONLY BE ACCEPTED ON THIS FORM.

1. The Bidders Representative MUST provide their complete legal name and that of the company or individual they represent in offering the bid. The names and address on this form must be exact, correct and identical to any corporate resolutions, authorizations or affidavits that may be required.
2. Successful bidder must complete an Agency Vendor Form prior to signing the completed Sales Agreement.
3. The name of the insured on the insurance certificate must match the name of the company or individual on the completed Sales Agreement.

I, _____, (CT Forest Practitioner Certificate # _____), representing:

 (print name) (Bidder)
 (Legal name-company/individual)

 (Address) (Street)

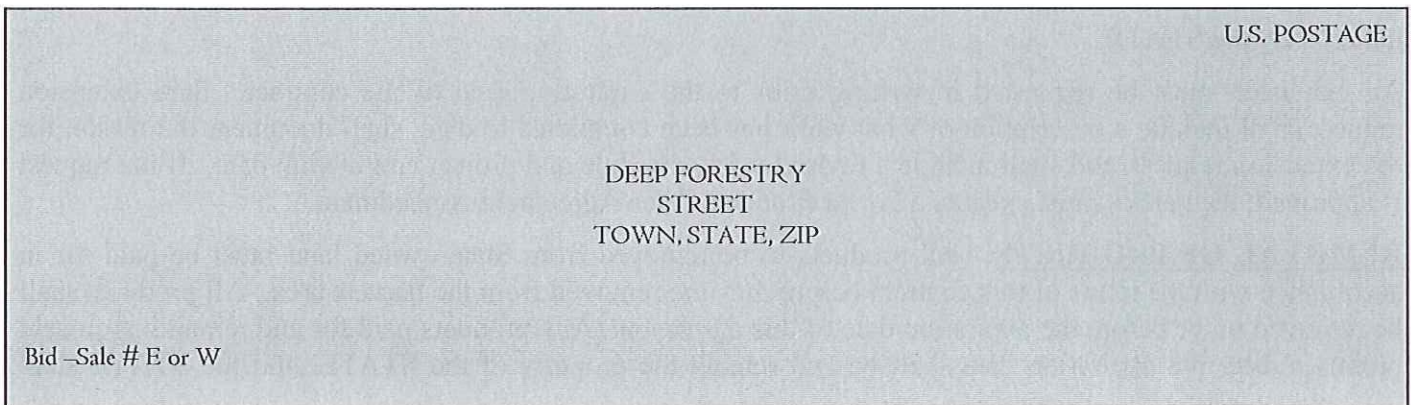
 (Town) (State) (Zip Code)

(Telephone) Business _____ Fax _____ Cell _____ E-mail _____

having reviewed all information provided in the Invitation to Bid, and understanding the obligations inherent in the Sales Agreement, hereby submit a bid of \$ _____ for Sale # _____, in _____ State Forest on behalf of the Bidder.

Signed _____ Date: _____
 (signature)

All bids must be in a sealed envelope with the proper sale number clearly written on the front. The sample envelope below shows how to mail in your bid. Please read the instructions carefully and send the bid to the forestry office as identified on the bid invitation. Bids may be rejected for failure to include a bid number on the envelope which results in the inadvertent disclosure of your offer.



**STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION**

**AGREEMENT FOR SALE OF FOREST PRODUCTS
SALE # «PSA»**

THIS AGREEMENT is made by the **STATE OF CONNECTICUT**, acting herein by its Deputy Commissioner of Energy and Environmental Protection, hereafter referred to as the "STATE", and, having an office and principal place of business at, acting herein by, its duly authorized, hereinafter referred to as the "BUYER".

WITNESSETH:

WHEREAS, the Commissioner of Energy and Environmental Protection has authority pursuant to the provisions of Section 23-20 of the General Statutes of Connecticut to sell wood, timber and other products from any state woodlands whenever the Commissioner deems such sales desirable; and

WHEREAS, the STATE is the owner of acres of land, located in the Town(s) of, and State of Connecticut; and

WHEREAS, the BUYER is desirous of purchasing, harvesting and removing certain forest products located on such land, as are further described and delineated in section 1 of this agreement, below;

NOW, THEREFORE, it is hereby agreed that for and in consideration of the payment schedule and covenants hereinafter contained on the part of the BUYER to be paid, performed and observed, the STATE hereby enters into a sales agreement with the BUYER as follows:

1. **PRODUCTS:**

A. **DESCRIPTION:** board feet as measured by the International ¼” tree scale (see 9, below) and cords of stumpage. Trees to be purchased and harvested are marked with paint at approximate head height and at stump level. All marked trees, if not harvested, must be felled and lopped except as provided in 8.E. and 8.F., below.

B. **LOCATION:** . The harvest site is located and is described in **Exhibit A**, a map titled “”, dated, attached hereto and made a part hereof.

2. **DURATION:** This agreement shall commence upon execution of this agreement and expire on «**EndDate**», pursuant to the terms of the agreement.

3. **AMENDMENT:** Formal written amendment of the agreement is required for extensions to the final date of the contract period (up to an additional one (1) year extension of time) and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to: revisions to the maximum contract payment; the total unit cost of service; the contract’s objectives, services, or plan; due dates for reports; completion of objectives or services, and; any other contract revisions determined material by the STATE.

An extension must be requested in writing prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If the request is approved, the parties must execute a Forest Products Sales Agreement Amendment.

4. **REMOVAL OF PRODUCTS:** All products to be removed from State-owned land must be paid for in accordance with the terms of this contract before they are removed from the harvest area. All products shall be removed on or before the expiration date of this agreement. Any products paid for and remaining on said premises after the expiration date shall be and remain the property of the STATE, and the STATE shall

retain all payments made by the BUYER for the products purchased, if the BUYER fails to remove the products by the expiration date.

5. **COMPLETION:** The STATE shall notify the BUYER, in writing, that the harvest has been completed and that all provisions of this agreement have been satisfied.

6. **COMMUNICATIONS / SUBMISSION OF MATERIALS:**

A. All notices, reports, and other documents to be provided to either party to this agreement by the other shall be transmitted by first class mail, postage prepaid, or hand delivered to the addresses or addressees set forth in subsections B., C. and D. of this paragraph. Either party may designate in writing to the other at any time a different address upon thirty (30) days prior notice.

B. All written communications to the STATE shall be addressed to:

**Monitoring Forester
State of Connecticut
Department of Energy and Environmental Protection**

C. All written communications to the BUYER shall be addressed to:

D. All payments to the STATE shall be submitted to the Monitoring Forester.

7. **PAYMENTS AND DEPOSITS:**

A. **PAYMENTS:** In consideration of the rights and privileges herein granted, the BUYER agrees to pay the STATE, in the form of check or money order made payable to "**Department of Energy and Environmental Protection,**" in the total amount of dollars and mailed or delivered to the address of the STATE identified in 6.B., above. Payment shall be rendered in the following amounts and according to the following schedule:

1. to be paid (**prior to the start of harvest operations**) or (**within 21 days of the execution of this agreement**) or (**but no later than the close of business on.**)
2. to be paid **when, in the opinion of the STATE's Monitoring Forester, trees have been cut on one third (1/3rd) of the harvest site, but no later than the close of business on .**
3. to be **paid when, in the opinion of the STATE's Monitoring Forester, trees have been cut on one third (2/3rd) of the harvest site, but no later than the close of business on.**

B. **PERFORMANCE DEPOSIT:** The BUYER shall post a performance deposit to the STATE, in the form of United States postal money order, certified check, bank cashier's check or bank money order made payable to "Department of Energy and Environmental Protection", in the amount of \$ within 30 days of the execution of this agreement by the State and prior to the start of harvest operations.

8. **HARVESTING:**

A. All work performed under this agreement shall be done under the general monitoring and with the approval of, the STATE. The BUYER shall notify the STATE's Monitoring Forester of his or her intent to begin work no later than three days before harvest operations are started. Only those trees that have been marked or otherwise designated by the STATE shall be cut under the terms of this agreement. Should any unmarked or otherwise undesignated trees be cut or damaged by the BUYER its employees, sub-contractors, and agents, the BUYER shall be liable for a penalty of three hundred dollars (**\$300.00 per tree**) except as provided in 8.E. or 8.F., below. No products from any unmarked or undesignated tree(s) cut or damaged under the provisions of this paragraph shall be removed without prior approval of and payment made to the STATE's Monitoring Forester. Product payment shall be in addition to the above penalty. Product payment for sawtimber shall be determined by the Monitoring Forester and shall be at least equivalent to the average per thousand board foot value of the sale. Product payment for poletimber shall be determined by the Monitoring Forester and shall be not less than \$10/cord. The

product payment and any due penalty shall be made prior to the removal of the products and within 10 days of cutting the tree or trees but prior to the expiration or termination of the sales agreement.

- B. The BUYER, in removing said products, shall use due care to avoid damage or injury to the property of the STATE, and shall leave the premises and surrounding areas used for any purpose in a neat and clean condition as approved by the STATE. The BUYER shall not construct or deposit any structure on the land of the STATE without the written consent of the STATE. Any structure, equipment, tools, or materials left in the area after the expiration or termination of this agreement shall be deemed abandoned and become the property of the STATE or shall at the option of the STATE be removed or destroyed at the expense of the BUYER.
- C. Unless otherwise indicated in 8.H., the BUYER is required to lop all logging slash to a height of less than six (6) feet. No slash shall be left within twenty-five (25) feet of a road, authorized trail, watercourse or boundary. Slash within one hundred (100) feet of a regularly traveled public road, authorized trail, watercourse, or boundary shall be lopped to a height of less than four (4) feet.
- D. Stumps shall be cut no higher than a distance from the ground equal to one-half the diameter of the tree as measured either from the ground on the uphill side or from the top of a large butt swell, whichever is appropriate. The paint marks on the stumps must be visible after the trees have been cut.
- E. All harvesting and related operations shall be performed in accordance with the Occupational Safety and Health Administration (OSHA) Logging Operations Regulations (Standard No. 1910.266) and all other applicable OSHA standards and other applicable safety regulations or standards. The BUYER shall inspect each section of the sale area before harvest operations are commenced in that section in order to identify danger trees as defined in Standard No. 1910.266 and shall take appropriate action to deal with each danger tree in accordance with the provisions of the Standard. If such action necessitates leaving any marked tree(s) uncut or cutting any unmarked tree(s) the BUYER shall so inform the STATE's Monitoring Forester as soon as practicable. No products from any unmarked tree(s) cut under the provisions of this paragraph shall be removed without prior approval of and payment made to the STATE's Monitoring Forester. Product payment for sawtimber shall be determined by the Monitoring Forester and shall be at least equivalent to the average per thousand board foot value of the sale. Product payment for poletimber shall be determined by the Monitoring Forester and shall be not less than \$10/cord. The product payment shall be made prior to the removal of the products and within 10 days of cutting the tree or trees but prior to the expiration or termination of the sales agreement.
- F. No person working on the harvest shall be required to perform any harvesting or related operation or action which that person reasonably believes cannot be accomplished in a reasonably safe manner. Any such situation which requires that any marked tree(s) be left uncut shall be brought to the attention of the STATE's Monitoring Forester as soon as practicable. The BUYER shall not substitute unmarked trees for trees that the BUYER believes cannot be harvested in a reasonably safe manner. The BUYER shall not mark cut logs or standing trees with paint without the approval of the STATE's Monitoring Forester.
- G. The BUYER warrants that all employees, contractors and subcontractors engaged in harvesting forest products or any other forest practice associated with this agreement shall do so in conformance with section 23-65h of the Connecticut General Statutes and its associated regulations. The BUYER agrees that failure of the BUYER or any of said employees, contractors and subcontractors to conform to the requirements of section 23-65h of the Connecticut General Statutes and its associated regulations shall be grounds for termination of this agreement and retention of all payments and performance deposits received by the State.
- H. To insure that the harvest site is left in a silvicultural and physical condition that satisfies the intent of the harvest as determined by the STATE's Monitoring Forester, the BUYER is required to adhere to the following:
 - 1. Requirements specific to the harvest area.

2. The Buyer understands that quarantine may be imposed for all regulated forest pests pursuant to Sections 22-84-5d and 22-84-5e of the Regulations of Conn. State Agencies including this harvest area during the term of this Agreement. In that event, no products may be removed from the harvest area without obtaining a permit pursuant to said Regulations, and the Buyer shall make all reasonable efforts to obtain such a permit for all wood products of tree species subject to the quarantine. In the event of quarantine, no products other than those allowed in the permit shall be removed from the harvest area. No payment adjustment shall be made, except in the event that a permit is not obtained to remove all wood products other than those considered host species of the subject forest pest, despite all reasonable efforts being made, in which case an equitable proportionate payment adjustment shall be made. The Buyer shall provide all log truck load slips, mill tally sheets or other documents necessary to determine such payment adjustment.
 3. No whole tree harvesting. Skidding with tops and/or roots attached is not allowed.
 4. No wood less than three (3) inches diameter may be removed from the harvest area.
9. **MEASUREMENTS:** All timber volumes sold in this agreement are based on the International 1/4 inch tree scale or on a standard cord of one hundred twenty eight (128) cubic feet, and are further based on utilization standards of a ten (10) inch top diameter inside bark in hardwoods; eight (8) inch top diameter inside bark in softwoods; and three (3) inch top in cordwood. Volumes are estimates only and no warranty is given to same by the STATE. When the products are sold by weight, the BUYER shall furnish copies of weight reports to the STATE as a basis for payment.

10. **ROADS AND FACILITIES:**

- A. The location of main skid roads, stream crossings and yarding areas must be approved by the STATE prior to beginning operations.
- B. Unless otherwise directed by the STATE's Monitoring Forester, all existing woods roads, fire lanes, hiking trails and public highways on the sale area shall be kept clear of tops, logs, brush or other obstructions and any damage caused to roads, ditches, trails, bridges, fences, utility lines etc. shall be promptly repaired at the expense of the BUYER. Soil ruts and/or soil damage created during the course of the harvest will be repaired to the satisfaction of the STATE's Monitoring Forester.
- C. When, in the opinion of the STATE, ground conditions become such that unacceptable damage may occur to an area in the course of harvesting activities, the STATE reserves the right to suspend said operation until favorable conditions prevail. When requested by the BUYER, the STATE may grant, as provided in 3., above, an agreement period extension to compensate for any such suspension.
- D. Before any work suspensions necessitated by weather and/or soil conditions or upon completion of the harvest or expiration of the contract, the BUYER shall perform erosion control measures such as smoothing of skid trails, installing water bars, creating broad based dips, filling mud holes with stone, grading and draining truck access roads or other drainage or erosion control measures as needed to the satisfaction of the STATE and shall block roads as deemed necessary by the STATE.

11. **FIRE PRECAUTIONS:**

- A. The BUYER agrees to observe all State fire laws and to use due precautions to prevent forest fires.
- B. Unless otherwise directed by the STATE's Monitoring Forester, no skidding shall be done on or along any State- maintained trail or firebreak as identified by the STATE.
- C. When, in the opinion of the STATE, the fire hazard in the agreement area justifies precautions, the BUYER shall carry out such preventative measures as may be prescribed by the STATE.
- D. The BUYER shall be liable for any claims arising from forest fires attributable to the BUYER's operation.

12. **INSURANCE**: An original certificate of insurance shall be filed with the STATE prior to the BUYER's performance of contracted services. Current certificates of insurance must be provided to the DEEP throughout the duration of the contract (e.g. a new certificate must be provided each time an insurance policy is renewed.). The BUYER shall obtain at its own cost and keep current for the duration of the contract, the following insurance:

- 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 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.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to scheduled, owned, hired or non-owned automobiles.
- C. Worker's 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 \$1,000,000 each accident, \$500,000 Disease-Policy limit, \$100,000 each employee.

The BUYER shall not enter onto the sale area for the purpose of harvesting forest products until a valid certificate of insurance has been received by the STATE. *The State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named as additional insured with respect to the Commercial General Liability coverage.* The coverage shall contain no special limitations on the scope of protection afforded to the STATE. The BUYER shall assume any and all deductibles in the described insurance policies. The BUYER's insurance shall have no right of recovery or subrogation against the STATE and the described insurance shall be primary coverage. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the STATE.

13. **ASSIGNMENT**: The BUYER shall not assign, transfer or convey, sublet or otherwise dispose of this agreement or its contents or any of its rights or obligations under this agreement or any portion thereof without written permission from the STATE. The BUYER shall request, in writing, permission of the STATE to assign any of its rights or obligations under this agreement and, if the STATE refuses to grant such permission, it shall inform the BUYER, in writing, of the reasons for said refusal and the refusal shall be binding. The BUYER accepts all responsibility for compliance with the terms of this agreement by any and all persons acting as his employee, contractor or agent.

14. **MAINTENANCE OF PREMISES**: The BUYER agrees to maintain the premises in a clean condition, to the satisfaction of the STATE and to arrange for the orderly use of said property. The BUYER further agrees that it shall not permit hazardous or highly flammable, volatile, or explosive substances, other than materials of a type and quantity normally associated with the harvesting and removal of forest products, to be placed on, in, under, or over said property or permit unreasonable objectionable smoke, fumes, vapors, or odors to emanate from the property and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon said property. Ice and snow removal shall be the obligation of the BUYER.

15. **SOLID WASTE**: The BUYER agrees not to deposit or store any solid waste on or in said property, or use said property as a solid waste facility or solid waste disposal area. The terms "solid waste" "solid waste facility", "solid waste disposal area" are defined in Section 22a-207(3), (4) and (6) of the General Statutes of Connecticut and shall include, but not be limited to, old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked dismantled, or wrecked mechanical equipment, or parts thereof, building and/or construction debris, iron, steel and other old or scrap ferrous or non-ferrous materials. Any such solid waste shall be promptly removed by the BUYER and disposed of in accordance with all applicable laws, ordinances and regulations.

16. **PERFORMANCE**: The failure of the STATE to insist upon strict performance of any of the covenants or conditions of this agreement or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, or options, but the same shall be and remain in full force and effect with regard to any subsequent violation.
17. **ABANDONMENT AND/OR NONCONFORMANCE OF TERMS AND CONDITIONS**: If the BUYER abandons the work under this agreement or otherwise fails to conform to any of the terms and conditions of this agreement or shall be adjudged bankrupt or insolvent according to law, or if the BUYER shall make an assignment for the benefit of creditors, then the BUYER shall be in violation of this agreement and the STATE may terminate said agreement. Upon such termination or upon expiration of the agreement when a violation exists, the STATE shall have the right to retain any or all payments and deposits received and shall have the right to apply all or any part of the performance deposit posted by the BUYER toward the cost of completing the agreement specifications.
18. **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. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
19. **AFFIRMATIVE ACTION AND SEXUAL HARASSMENT POLICY**: The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
20. **BREACH**: If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The 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 the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
21. **TERMINATION**:
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency 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, the Agency, 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) The Agency 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 the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, 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 Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the 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 the 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 the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency 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 Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the 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 Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the 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 the Agency may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency 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 the Agency.

22. NON-COLLUSIVE BIDDING CERTIFICATION: Where applicable, the BUYER certifies that:

- A. The price bid for the previously mentioned products has been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. No attempt has been made or will be made by the BUYER to induce any other person, partnership or corporation to submit a bid or decline to submit a bid for the purpose of restricting competition.

23. NONDISCRIMINATION:

(a) (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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; 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, mental retardation, 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.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or 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.

(i) For purposes of this entire Non-Discrimination Section, the following terms are defined as follows: "Commission" means the Commission on Human Rights and Opportunities; "Contract" and "contract" include any extension or modification of the Contract or contract; "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; "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; "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; "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 "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).

24. **EXECUTIVE ORDERS:** The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
25. **EXECUTION:** This agreement, when fully executed by both parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office, constitutes the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this agreement shall be construed as waiving any of the rights of the STATE under the laws of the State of Connecticut.
26. **CAMPAIGN CONTRIBUTIONS:** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement 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. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
27. **SOVEREIGN IMMUNITY:**
The parties acknowledge and agree that nothing in the Solicitation 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.
28. **INDEMNIFICATION:**
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance. 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.
- (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 name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party

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

29. **LIABILITY OF THE SELLER:** The BUYER hereby agrees to defend and indemnify the STATE against any and all claims for injury to the property or person, or death arising out of the operations of the BUYER, or by any third parties, under this agreement, and that this agreement will act as a release to the STATE from any and all claims out of the activity of the BUYER.
30. **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.
31. **CONTRACTOR PARTIES:** Contractor Parties shall be defined as 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.
32. **CONTRACTOR GUARANTEE:** The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the bid under which the Contract was awarded, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
33. **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.
34. **FORCE MAJEURE**

The DEEP 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. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties.

35. **RECORDS:**

For the purposes of this Contract, records are defined as 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.

36. **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 Agreement, or (ii) the expiration or earlier termination of this Agreement, 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.

37. **ENTIRETY OF CONTRACT:** The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates set forth beneath their respective signatures.

BUYER: «Recip»

By: _____
«FName» «LName»
«JobTitle»

Date: _____

SSN or FEIN (to release performance deposit)

STATE OF CONNECTICUT

By _____
Susan W. Frechette, Deputy Commissioner,
Department of Energy and Environmental
Protection

Date: _____

STATUTORY AUTHORITY
Connecticut General Statutes Section 23-20

Approved as to legal form: _____
Attorney General's Office Date



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

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

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

<h2 style="margin:0;">CERTIFICATE OF LIABILITY INSURANCE</h2>	DATE (MM/DD/YYYY) 4/30/2011
PRODUCER Acme Cheap-but-good Insurance Co., Inc. Monthly Premium Avenue Deductible, CT 06000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED James Goodrisk Logging, Inc. Safety First Road Lower Premiums, CT 06999	<i>(The name and address of the insured on this form must be the same as the name and address of the buyer on the timber sale contract.)</i>

COVERAGES		CERTIFICATE NUMBER:	REVISION NUMBER:				
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC JECT				EACH OCCURENCE	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> yes <input type="checkbox"/> no <i>(Mandatory in NH)</i> If yes, describe under DESCRIPTION OF OPERATIONS below:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The State of Connecticut, its officers, officials, employees, agents, board and commissions shall be named as additional insured with respect to commercial general liability coverage. *(Only Acceptable Language)*

CERTIFICATE HOLDER	CANCELLATION
<i>(Only Acceptable Language)</i> State of Connecticut DEEP Forestry 79 Elm St. Hartford, CT 06106	(CANCELLATION CLAUSE) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
	AUTHORIZED REPRESENTATIVE

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**APPLICATION FOR PLACEMENT ON BIDDERS LIST FOR SALES OF
FOREST PRODUCTS FROM STATE-OWNED LANDS**

SEND TO: Department of Energy and Environmental Protection Division of Forestry 79 Elm Street, 6 th Floor Hartford, CT 06106-5127
--

I hereby apply for inclusion on the Division of Forestry's list of potential bidders for forest product sales from State-owned lands.

NAME/COMPANY: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE () _____ - _____

E-MAIL _____ for bid notification after July 1, 2012 *

Please send bid invitations for forest product sales as follows:

SPECIES:

- | | |
|---|--|
| _____ White Pine
(more than 75% volume in white pine) | _____ Oak
(more than 50% volume in oak species) |
| _____ Softwoods
(less than 75% volume in white pine and other softwoods) | _____ Mixed Hardwoods
(less than 50% volume in oak species) |
| _____ Mixed Species
(combination of hardwoods and softwoods in small volume units) | |

LOCATION: (check counties)

- | | | | |
|------------------|-----------------|-----------------|------------------|
| _____ Litchfield | _____ Hartford | _____ Tolland | _____ Windham |
| _____ Fairfield | _____ New Haven | _____ Middlesex | _____ New London |

I have read and understand the "Bidder's Manual for the Sale of Forest Products from State-owned Lands".

Signature - Partnership/Corporation/Individual

Date

* **NOTE:** After July 1, 2012, bid notifications will be sent by e-mail with a link to timber bids posted on the Forestry website. Paper bid invitations sent by US mail will not be available after December 31, 2012.

