



CAPITOL REGION PURCHASING COUNCIL  
INVITATION FOR BID #735  
TREATED ROAD SALT  
FOR WINTER ROAD MAINTENANCE

<u>Issue Date:</u>	<a href="https://www.crcog.bonfirehub.com">As listed on crcog.bonfirehub.com</a>
<u>Deadline for Questions:</u>	<a href="https://www.crcog.bonfirehub.com">As listed on crcog.bonfirehub.com</a>
<u>Response Deadline:</u>	<a href="https://www.crcog.bonfirehub.com">As listed on crcog.bonfirehub.com</a>
<u>Response Location:</u>	<a href="https://www.crcog.bonfirehub.com">crcog.bonfirehub.com</a>

**CAPITOL REGION PURCHASING COUNCIL  
INVITATION FOR BID  
TREATED ROAD SALT FOR WINTER ROAD MAINTENANCE**

**I. BID SPECIFICATIONS**

**SCOPE:**

The intent of this bidding effort is to secure qualified suppliers of treated road salt for winter road maintenance. The desired product shall include a mixture of Sodium Chloride (road salt) treated with Liquid Magnesium Chloride or Liquid Calcium Chloride and Organic Based Performance Enhancer (LMC/LCC/OBPE). The liquid treatment is intended to enhance the performance of the road salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping, salt pile freezing and enhancing flowability.

Note: The awarded vendor(s) must have product available to fulfill all orders for deliveries between July 1, 2022 and June 30, 2023.

**ESTIMATED QUANTITIES**

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of communities that decide to make an award off of this bid (as participation is voluntary), the needs of the using departments in the various Council members (based on weather) and satisfaction with product performance when piloted by participating Council members.

Participating Council members as listed herein will issue purchase orders in the tonnage amount of 100% of their initial estimated annual quantities. Each Council member will guarantee a minimum 50% purchase of their initial estimated annual quantity during the term of the contract. Responding vendors will guarantee 150% of the estimated annual quantity during the term of the contract.

**PIGGYBACKING**

There is **no piggybacking** on this bid.

**OFF SEASON ORDER DISCOUNT**

For the purposes of this bid, the winter season shall be defined as beginning October 1, 2022 and ending April 15, 2023. Vendors are asked to provide pricing per ton for off-season orders as well as pricing per ton for in-season orders.

**BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES**

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Council members may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

If delivery is not made within the allotted time frame and costs are incurred to obtain de-icing materials from an alternative source the contractor shall be held liable for those costs. In addition, any quantity of material purchased from an additional source due to lack of performance by the vendor shall have the quantity (if requested by the Town) deducted from the guaranteed amount submitted from the vendor.

**SPECIFICATIONS:**

**Salt:** Road salt shall conform to the “Specification for Road Salt- Sodium Chloride, REFERENCE FILE NO. 139R, Issued July 7, 1955, Revised June 1, 1998” by the Connecticut Department of Transportation, Bureau of Engineering and Highway Operations.

Bidder shall state what anti-caking agent or agents are used in the road salt on the Bid Information Sheet provided.

**Liquid Magnesium Chloride/Liquid Calcium Chloride/Organic Based Performance Enhancer (LMC/OBPE):**

Material used for this component of the finished product shall be a blend of liquid magnesium chloride or liquid calcium chloride and OBPE sufficient to allow the material to meet the specification requirements and performance criterion listed below.

Bids may not be accepted on any product that contains constituents in excess of the following established total concentration limits as tested in accordance with generally accepted industry standard analytic procedures. Results are stated as Parts Per Million (ppm). If the product exceeds any of the following concentrations then the bidder shall identify the exception(s) and explain any mitigating circumstances. CRPC members reserve the right to evaluate these exceptions and make a determination of product eligibility based on their best interests.

Phosphorus	250.00 ppm	Chromium	0.50 ppm
Cyanide	0.20 ppm	Cadmium	0.20 ppm
Arsenic	5.00 ppm	Barium	10.00 ppm
Copper	4.00 ppm	Selenium	5.00 ppm
Lead	1.00 ppm	Zinc	10.00 ppm
Mercury	0.05 ppm		

The pH of the submitted liquid chemical products shall be 3.2 – 9.0. The pH limit of the liquid chemical products may be waived by CRPC members. CRPC members’ decisions to waive the pH requirement shall be in their best interests and shall be final.

The material shall contain a minimum of 13.0% MgCl<sub>2</sub> by weight.

The material shall contain sufficient OBPE to produce a final material having a eutectic (freezing) point of -20°F or lower.

Bidder shall provide a table showing the Freezing Point vs. Specific Gravity for varying dilutions of product in water, starting at 5% and continuing up to and including the percentage needed to reach the eutectic (freezing) point.

A 3% solution of the product shall have a corrosion value of at least 70% less than that of a 3% solution of sodium chloride (determined by NACE (National Association of Corrosion Engineers) Standard TM-01-69 as modified by PNS (Pacific Northwest Snowfighters).

This chemical product shall not contain greater than 4.0% (V/V) Total Settleable Solids after being stored at 0 degrees F for 168 hours. If any solids are observed, 99% of those solids must pass through a #10 sieve.

An independent certified analysis conducted within the last three years, showing compliance with all of the above requirements, must be submitted with the bid along with an intended use statement for the product. Exceptions to these requirements must be stated and CRPC members reserve the right to reject the product.

**Mixing the Salt and Liquid Magnesium Chloride/Liquid Calcium Chloride/OBPE**

The salt and magnesium chloride or salt and calcium chloride/OBPE shall be mixed as described in this section to produce the finished product.

CRPC members reserve the right to take samples from the contractor's stockpile or transfer point before the salt is mixed with the LMC/LCC/OBPE. Samples of both the salt and the LMC/OBPE may be taken.

The contractor will thoroughly mix a minimum of 8 gallons of LMC/LCC/OBPE per ton of salt. The contractor shall ensure a consistent thorough mix (e.g. spray system, pug mill, conveyor) so there is maximum coverage of the liquid on the salt crystals (loader mixing and stockpile injection methods are not acceptable) and will specify the mix method on the bid.

Trucks must be weighed on a certified scale with printout after loading the final product and prior to delivery. The weight ticket shall contain the net weight of the final product and the stockpile source. The certification must bear the weighmaster's signature. Handwritten weights are not acceptable. All shipments of the product shall be accompanied by a ticket indicating the amount of LMC/LCC/OBPE mixed in with the finished product. This amount will be indicated on the tickets in gallons and may be machine printed or handwritten.

**Final Product: Road Salt treated with Liquid Magnesium Chloride/Liquid Calcium Chloride/OBPE**

The delivered product shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, trash or any other material that could be reasonably expected to interfere with the use, handling or storage of the material.

The properly stored product (covered or inside storage) shall be uniform and free flowing in a manner consistent with its intended use and shall show no objectionable clumping or caking. The product shall show no indication of objectionable leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product or routine maintenance of the storage facility.

The finished product shall not be less than 91.2% sodium chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride, respectively. % sodium chloride shall then be computed as follows:

$$\% \text{ sodium chloride} = \% \text{ apparent sodium chloride} - (\% \text{ magnesium chloride} + \% \text{ calcium chloride})$$

Moisture content shall not exceed 4.8% when determined as follows and in accordance with procedures of the AWWA B200-88, Section 4.3:

$$\% \text{ moisture} = (W_1 - W_2) / (W_1 \times 100) \quad \text{where:}$$

$W_1$  = initial weight of sample

$W_2$  = weight of sample after drying to a constant weight at 110°C +/- 5°C

Sampling shall be done in accordance with current ASTM D-632. The treated salt may be rejected if it fails to conform to any of the requirements of this specification.

If the moisture content of the treated salt is found to be above 5.3%, a deduction for moisture content will be made from the delivered bid price based on the following formula:

$$\text{Reduced price per ton} = \text{delivered contract price/ton} \times (1.106 - 2x)$$

where: x = moisture content of sample (expressed as the decimal equivalent of the percentage of the original sample weight to the nearest 1%)

A non-complying product price deduction will not be assessed unless the proper analysis and test procedures are followed. If the contractor consistently delivers salt found to be above 2% moisture content, the contract shall be subject to cancellation either in whole or in part.

Calculations performed relative to this specification shall be made using the rounding off method of "ASTM Recommended Practice E-29 for Designating Significant Places in Specified Limiting Values".

**MATERIAL SAFETY DATA SHEETS:**

Awarded vendors will be required to provide CRPC staff and participating members appropriate Material Safety Data Sheets within 20 days after award or upon first delivery, whichever occurs first.

**PRODUCT EFFICACY:**

Respondents are asked to supply literature and any available test results with their bid to demonstrate the offered product's ability to reduce corrosiveness, improve low temperature performance, reduce bounce and scatter, prevent clumping and enhance flowability when mixed with road salt. In addition, if the product bid is a new formulation for this year, respondents are asked to: note this fact as part of their response, highlight the changes made to the new version, and identify how the new product compares to the previous version.

**ROAD SALT SUPPLY GUARANTEE:**

Bidders must provide written certification from their road salt producer/supplier guaranteeing that the bidder has access to a sufficient amount of road salt product to supply the needs of the participants for the entire term of the contract. Bidders are expected to provide up to 150% of a Council member's initial estimated annual quantity. This information must be provided as part of the bid submission.

**NON-STAINING GUARANTEE:**

Bidders must provide documentation as part of their bid response demonstrating that their product will not stain local property if it contains a dye.

**ENVIRONMENTAL CONSIDERATIONS AND ANTI-FRACKING MATERIAL ORDINANCES:**

Bidder must provide documentation as part of their bid response demonstrating that their product is ecologically safe and is in compliance with applicable CT Department of Environmental Protection and US Environmental Protection Agency regulations.

A number of Council members have anti-fracking material ordinances and will require vendors to submit a letter certifying that the product does not contain any materials obtained through fracking.

**DELIVERY:**

Scheduling of deliveries is of the utmost importance. The vendor must strictly adhere to delivery schedules set between it and CRPC members.

Trucks delivering the product shall have the entire cargo area completely covered by a waterproof tarpaulin or similar sheeting material to protect the material, prevent spillage and meet all environmental regulations. Torn or ripped covers may be a cause for rejection of the shipment.

**Delivery will commence within 48 hours after confirmation of order** by an authorized CRPC member representative, Monday through Friday between the hours of 7:30 a.m. and 3:30 p.m. **An order that is not completed within 5 days after commencement of delivery, or completed within the schedule set between an authorized CRPC member representative and the vendor, shall be deemed incomplete and may begin accruing penalties described below.**

During periods of repeated storm activity, or when the supply is considered critical by the participating entity, deliveries occurring outside of the normal business hours may be required.

If delivery is not made in the timeframe specified, a deduction from the price shall be made based on the actual costs incurred as a result of the late/non-delivery. Cost incurred shall include, but are not limited to the following:

- Increased personnel costs due to demurrage.
- Increased costs incurred for treatment of salt on hand to extend usage.
- Costs for clean-up after required application of a "treated" salt product (i.e. salt mixed with sand).

Members may enforce penalties by withholding payment or a portion of payment until the delivery is completed.

All deliveries shall comply in every aspect with all applicable Federal and State laws.

**SPILLAGE**

Any spillage at the time of delivery will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed against a Council member because of pollution resulting from such spillage shall be borne by the vendor.

**PRICING:**

Bidders shall submit net unit prices, DELIVERED per ton, as specified on the bid proposal sheets. Said unit prices shall include freight or transportation rates in effect on the date of bid submission. All delivered material will be F.O.B. DESTINATION to any municipal location within the respective CT Department of Transportation Maintenance and Construction District, as outlined on the attached map (Exhibit II).

All prices submitted shall apply throughout the term of the contract, and shall be deemed all-inclusive (i.e. including fuel costs, etc.). The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges on the participating communities at any point during the contract period.

By member request, we are asking for alternate pricing for the Treated Road Salt product if it is picked up by a member town. These prices shall not include freight or transportation rates.

**EXPERIENCE:**

Each respondent is required to submit satisfactory evidence as part of their bid proposal demonstrating their experience supplying treated road salt to local or state governments/agencies. Accordingly, a list of at least four (4) municipalities/state agencies where the product bid has been delivered during the past two (2) years shall be furnished, including contact persons and phone numbers. (See the attached Bid Information Questionnaire.) Note: Connecticut-based references are preferred.

## **II. STANDARD BID AND RFP TERMS AND CONDITIONS**

**PURCHASING COUNCIL PURPOSE**

The Capitol Region Purchasing Council (“CRPC”) is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments (“CRCOG”), which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some **115** towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council’s services.

**BID FORMS/SUBMISSION OF BIDS**

The CRPC uses Bonfire for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The CRPC accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB's, RFP's, RFQ's and RFI's shall be submitted in electronic format via **Bonfire**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **Bonfire** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

### QUESTIONS

Inquiries should be directed through the **Bonfire** messaging application.

**No oral interpretations** shall be made to any respondent as to the meaning of any of the bid documents. **Every request for an interpretation shall be made in writing and posted to the Bonfire online system.** To receive consideration, such questions must be received according to the date posted on the Bonfire online system.

The CRPC staff will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the CRPC staff will **post a copy of any addenda in Bonfire**. In special cases, the CRPC staff reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the **Bonfire** website.

### EXCEPTIONS TO SPECIFICATIONS

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

### SUBSTITUTION FOR NAMED BRANDS

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand's specifications.

### BID AWARD

A bid award, in the form of a purchase order issued to a participating vendor, shall be made by each respective Member Agency to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on

the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

#### **CONTRACT EXTENSION**

Contracts may be extended by mutual agreement of the parties – for bids with a one year contract period, a one year extension will be permitted if there is mutual agreement; for bids with a two year contract period, a two year contract extension will be permitted if there is mutual agreement. **All extensions shall be completed before the next bid invitation is issued.** A schedule of bid invitations and openings is posted on the CRPC website.

#### **ESTIMATED QUANTITIES**

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award from this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

#### **INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION**

Any Member Agency, current or future, within the CRPC shall be allowed to participate in this bid during the life of the contract, even if it is not listed amongst the bid participants.

#### **WITHDRAWAL OF BIDS**

No bid submitted may be withdrawn, in whole or in part, without the written consent of the CRPC.

#### **REJECTION AND/OR CANCELLATION OF BIDS**

The CRPC reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

#### **RIGHT TO WAIVE ANY INFORMALITY**

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

#### **BID PRICES**

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: CRPC strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

#### **TAXES**

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

### **BILLING**

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

### **1% ADMINISTRATIVE FEE**

The Capitol Region Council of Governments uses Bonfire to distribute and receive bids and proposals. **Responding vendors agree to pay to the CRCOG an administrative fee of one percent (1%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor.** This fee shall be submitted by the vendor to CRCOG on a quarterly basis along with a report on awards made by Member Agencies and purchase orders issued by CRPC members to vendors. The fee shall be payable for all CRPC bids unless specifically exempted by the CRPC.

**The fee and report shall be submitted as a check to made to the order of “Capitol Region Council of Governments” and mailed to:**

Capitol Region Council of Governments  
Attn: Kim Bona  
241 Main Street, 4th  
Hartford, CT 06106

### **REPORTING REQUIREMENTS**

All orders placed on CRPC bids shall be reported to the Capitol Region Council of Governments on a monthly or quarterly basis. Vendors are responsible for submitting purchase orders to the CRCOG via email to [kbona@crcog.org](mailto:kbona@crcog.org).

### **FAILURE TO COMPLY**

All awarded vendors must comply with the 1% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

### **DELIVERY ARRANGEMENTS AND REQUIREMENTS**

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

### **REFERENCES**

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

### **BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES**

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

### **INSURANCE REQUIRED OF SUCCESSFUL BIDDERS**

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

**FOR THE TOWN OF WEST HARTFORD ONLY**

Please see the Attachment concerning the town's insurance requirements.

**FUTURE BID INVITATIONS**

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION**

The CRPC, an affiliate of the CRCOG, subscribes to the CRCOG's policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

**SEVERABILITY**

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

**ADDITIONAL TERMS AND CONDITIONS**

The Vendor assigns to CRCOG 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.

Vendor 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 CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be 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.

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.