RFP ADDENDUM #1

DESCRIPTION: Library Furniture

FOR:
Connecticut State Library,
All Using State Agencies and Political Sub-Divisions of the State

PROPOSERS NOTE:

- Reference the attached sheets for responses to submitted proposal questions.

This Addendum must be Signed & Returned with your Proposal.

Authorized Signature of Proposer

Company Name

APPROVED

SUSANNE HAWKINS
Contract Specialist
(Original Signature on Document in Procurement Files)

Date Issued: 15 September 2008
RFP #07PSX0351 – Library Furniture Questions

**Question 1:**
We use 3rd party carriers to ship our products. I don't believe we have a DOT number. Would not having a DOT number disqualify our submission?

**Response:** No, it is my understanding that when DMV was initially directed to evaluate the motor carrier safety fitness of primary contractors (manufacturers), the evaluation only pertained to those primary contractors (manufacturers) whose contracts require, or use transportation by commercial vehicles as an integral, routine and/or necessary part of the contract. Therefore, a contractor (manufacturer), whose transportation of a product or service is not a primary function of, but is ancillary in satisfying contract requirements (i.e. a purchased product delivered by common-carrier, or 3rd party) would not be subject to an evaluation by DMV. Within the contractors (manufacturers) proposal submission they must reference that their product is delivered via 3rd party common carrier and don’t have their own DOT number.

However, the evaluation process DAS is requesting contractors to provide their authorized service providers / dealers DOT number within Exhibit B / Service Provider Information. This information is requested so DAS can determine if the local service providers / dealers authorized to service the contract on the contractors (manufacturers) behalf have a favorable DMV rating with the State of Connecticut. Service Providers that come back with an unfavorable rating will have a chance to cure this rating or be removed from the contractors/manufacturers list of authorized dealers.

**Question 2:**
Are dealers required to have a Connecticut location or can an out of state distributor be used as a dealer?

**Response:** No, however it is preferred that service provider(s) / dealer(s) have the capability to fulfill and provide the level of order and installation services that this contract will require for the entire State of Connecticut. It is also desirable that manufacturers in selecting their service provider(s) consider utilizing Connecticut Certified Small Business as local service provider(s) / dealer(s). Ability to service the State of Connecticut will be a consideration in the DAS evaluation process.

**Question 3:**
How many copies of the proposal do you need?

**Response:** DAS requires with this proposal submission one (1) original copy and one (1) copy. Also Exhibit B must be submitted in a readable format on a CD or diskette along with the hard copy of Exhibit B – Qualitative Questions, Library Furniture Price Schedule and Service Provider / Dealer Information.

**Question 4:**
Regarding the DOT number for the manufacturer, if the manufacturer ships using a common carrier and does not own their own truck it would be difficult to come up with a DOT number in advance since each carrier has numerous trucks (with numerous numbers).

**Response:** No, it is my understanding that when DMV was initially directed to evaluate the motor carrier safety fitness of primary contractors (manufacturers), the evaluation only pertained to those primary contractors (manufacturers) whose contracts require, or use transportation by commercial vehicles as an integral, routine and/or necessary part of the contract. Therefore, a contractor (manufacturer), whose transportation of a product or service is not a primary function of, but is ancillary in satisfying contract requirements (i.e. a purchased product delivered by common-carrier, or 3rd party) would not be subject to an evaluation by DMV. Within the contractors (manufacturers) proposal submission they must reference that their product is delivered via 3rd party common carrier and don’t have their own DOT number.
**Question 5:**
Regarding the DOT number for the dealer:
- Some dealers do not own large trucks over 18,000 pounds
- Some dealers would not bring a truck to the job site since the furniture ships direct and only transportation of people would be needed by the dealer.
- Some dealers would hire subcontracted installation crews who may or may not own or rent trucks, again making a DOT number difficult to get.

**Response:** If a Service Provider (Dealer) have trucks over 18,000 GVW (gross vehicle weight) and have a DOT number please provide the DOT number within Exhibit B dealer information any and all exceptions for not providing a service provider (dealer) DOT number should be explained by the contractor (manufacturer) on a separate sheet attached it to the Exhibit B Dealer Information.

**Question 6:**
Regarding the RFP liability insurance requirement for listed dealers.
- If the dealer only has one owner and all other workers are considered subcontracted would they still need workman’s comp insurance on the certificate?

**Response:** No. The Contractor (Manufacturer) would have to let DAS know within their proposal that their service provider (dealer) is not required to carry due to the company having one owner but their subcontractors doing the actual site installation would need to provide DAS proof of this coverage. However; in order to protect the State of Connecticut, service providers (dealers) and their installation subcontractors will need to comply with all insurance requirements if it applies.

Regarding the RFP liability insurance requirement for listed dealers.
- Again, if the dealer has one owner and one employee who would not be involved with the job site delivery but instead was part of the office staff, would workman’s comp insurance be required on the certificate?

**Response:** If the company is not required to carry workman’s compensation insurance then DAS would not require it. However, the Contractor (Manufacturer) would have to let DAS know within their proposal that their service provider (dealer) is not required to carry due to the company having one owner and one employee but their subcontractors doing the actual site installation would need to provide DAS proof of this coverage. DAS, in order to protect the State of Connecticut dealers and even their installation subcontractors will need to comply with all insurance requirements if it applies.

**Question 7:**
Regarding the affirmation of receipt of state ethics law summary – is this for only the bidding Contractor (MANUFACTURER) or does each Service Provider (DEALER) listed have to have one on file?

**Response:** This form is to be completed by the Contractor (Manufacturer) only.

**Question 8:**
Regarding the W-9 – is this for only the bidding Contractor (MANUFACTURER) or does each Service Provider (DEALER) listed have to have one on file?

**Response:** Both the Contractor (Manufacturer) and Service Providers (Dealers) will need to submit a W-9 Form within the proposal submission.

**Question 9:**
BIFMA testing & certification: Our company has done internal testing based on BIFMA standards but did not pay BIFMA to test. Would a letter from our engineer, plant manager and president suffice to meet these requirements?

**Response:** Yes, however your product testing has to be equivalent or exceed current industry BIFMA standards.
**Question 10:**
Fabric Flammability: Fabric used is COM (customer order material); therefore, the state agency would order fabric and ask the supplier for the flammability standard.
**Response:** Yes, but service providers should make customers aware of this requirement.

**Question 11:**
Contract Compliance: The Consulting Agreement affidavit is NA. Do we need to sign and authorize?
**Response:** Yes, all affidavits need to be signed and notarized if required.

**Question 12:**
Certificate of Compliance: What does (cross out Non-applicable) mean? Our company has not been inspected and therefore there are no citations.
**Response:** All Contractors (Manufacturers) need to complete this form and if it not applicable then please write N/A in the body of the form.

**Question 13:**
With the exception of the Price Schedule can all other forms be handwritten?
**Response:** Yes, but DAS will require all forms in Exhibit B to be typed. This includes the Qualitative Questions, Price Schedule and the Service Provider (Dealer) Information Form.

**Question 14:**
Does the Price list need to be in excel?
**Response:** Yes, please utilize the spreadsheet that is provided and can be easily downloaded. DAS requires the Contractors (Manufacturers) to provide discounts off manufacturer’s list pricing for Schedule A, B, and C on the Price Schedule (Exhibit B) and prevailing wage discount applies to Schedule B only.

**Question 15:**
How do we submit proof of warranty, laminates, finishes, etc? There are no forms for these.
**Response:** There is a required minimum of 5 years on all library furniture products, which includes all components; no exceptions will be accepted within the proposal. Contractors (Manufacturers) should submit within their Qualitative Questions Response in Exhibit B response that they comply with the minimum warranty or their current warranty exceeds the requested RFP minimum requirement.

**Question 16:**
The consulting agreement affidavit: is this only applicable to companies who were acting as consultants to the State of CT? It’s not entirely clear who this pertains to. We are a manufacturer who has never been on CT State contract before, so we assume this is not applicable to our bid, is this correct?
**Response:** The Consulting Affidavit needs to be completed and submitted by each contractor (manufacturer) submitting a proposal, even if it is not applicable then note N/A on the form.

**Question 17:**
We can provide 8 of the 10 listed categories however we don’t necessarily have every subcategory as a standard product. Is this required? For example, we do book displays and we could do a paperback displayer if requested or modify a current displayer to meet the needs but don’t have an actual paperback displayer. Is it necessary to show one or adequate that we are able to make one and demonstrate the other display tables in our offerings?
**Response:** Contractors (Manufacturers) need to provide discounted pricing on a required minimum of 7 of 10 library furniture categories but they do not need to be able to provide each subcategory which is listed within each furniture category, partial offering will be allowed and DAS will make the determination if the product offering is acceptable in the evaluation process.
**Question 18:**
ANSI/BIFMA: our furniture meets these requirements, is it sufficient to certify this statement on letterhead or is the state looking for actual test results?

**Response:** Yes. It is sufficient to provide within your proposal submission that the company certifies that their product meets or exceeds ANSI/BIFMA standards.

**Question 19:**
The state asks for dealers’ DOT numbers. What are these and where can they be found? Is it the same as a Federal ID number?

**Response:** Yes, the Department of Transportation (DOT) Number is the same as the Federal Transportation ID Number.

**Question 20:**
In lieu of the lumber core material, would the State accept a balanced alternative such as particle board or MDF board?

**Response:** Yes, however your product offering has to be equivalent or exceed specified standards.

**Question 21:**
We are a manufacturer of Steel Library Shelving and as such we have an interest in submitting a bid on RFP #07PSX0351. I do have a concern on page 6 of 19 called Product and or service specifications: There is a requirement that the manufacturer must be able to furnish a minimum of 7 of the 10 categories. As a steel manufacturer we can meet the following categories: Category 3. Cantilever & Fixed Metal Library Shelving Units, Category 9. Display Racks, and category 10. Book trucks, but all of the other categories are geared to wood manufacturers. This would be the same case for any other steel manufacturers who would be bidding on this RFP. Please let me know your thought on this matter.

**Response:** In this RFP, DAS is looking for contractors (manufacturers) that can be a full service provider to the State of Connecticut to provide both wood and metal library furniture product.
REQUEST FOR PROPOSAL

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

NOTICE TO VENDORS:

Logon to:
http://www.das.state.ct.us/busopp.asp
click on Subscribe [in the eAlert column] and
complete the form to automatically receive notification
of new Bids & RFP’s via e-mail.

www.das.state.ct.us/busopp.asp
DAS CT State Web Site

susanne.hawkins@ct.gov
Contract Specialist E-mail Address

(860)622-2941
Fax Number

State of Connecticut
Procurement Division
165 Capitol Avenue, 5th Floor South
Hartford, CT 06106-1659

Request for Proposal (RFP)

SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED

RFP Number: 07PSX0351      RFP Due Date & Time: 30 September 2008 at 2:00 pm Eastern Time

DESCRIPTION: Library Furniture

Special Instructions: Proposals MUST be submitted by Library Furniture Manufacturers only. Please submit one original copy of the proposal along with one copy. Questions in regards to this proposal MUST be submitted to DAS by noon, on Wednesday, September 10, 2008

NOTE: RFP’s are not opened in public on the due date.

This contract replaces the following contract award(s) in part or in total: 03PSX0165

SEATED RFP NO.: 07PSX0351
RFP DUE DATE/TIME: 30 September 2008
2:00 PM

Return Proposal To:

PROCUREMENT DIVISION
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
165 CAPITAL AVE 5th FLOOR SOUTH
HARTFORD CT 06106-1659

NOTE: Always use mailing label at left on all packages when returning your response.

Responses must be time & date stamped by DAS Procurement & cannot be accepted after specified RFP Due Date & Time.

Allow sufficient time if responding by mail.

Hand-delivered responses must go to: DAS Customer Service, Room 110 165 Capitol Avenue, Hartford, CT

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

(860) 713-5064
Telephone Number

(860) 713-5064
Telephone Number

(860) 713-5064
Telephone Number

(860) 713-5064
Telephone Number

(860) 713-5064
Telephone Number
1. ____ The Proposal, (RFP-26) must be signed by a duly authorized representative of the company. Unsigned proposals may be rejected.

2. ____ The Price Schedule (SP-16) you have offered have been reviewed and verified.

3. ____ The payment terms are Net 45 Days. Net Terms for periods less than 45 days (Ex. Net 30) may result in proposal rejection. (You may offer cash discounts for prompt payment.)

   Exception: State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.

4. ____ Any technical or descriptive literature, drawing or proposal samples that are required have been included with the proposal.

5. ____ If required, the amount of proposal surety has been checked and the surety has been included.

6. ____ Any addenda to the proposal have been signed and included.

7. ____ The pre-addressed mailing label has been used on your return mailing envelope or the envelope has been:
   a. ____ marked with the Proposal Number and RFP Due Date &
   b. ____ addressed to:

   State of Connecticut
   Department of Administrative Services
   Procurement Division
   165 Capitol Avenue, 5th Floor South
   Hartford, CT 06106-1659

8. ____ The proposal number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the RFP number inside the envelope.

9. ____ Mail or hand-deliver your proposal in-time to be received and date stamped by DAS Procurement no later than the designated RFP due date and time. Hand-delivered proposals must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Avenue, Hartford, CT. Late proposals are not accepted under any circumstances. Allow ample time if mailing in your proposal.

10. ____ Form DAS-45 Employment Information Form must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each proposal or proposal may be rejected.

11. ____ This Form is not to be returned with your proposal.
## STATE OF CONNECTICUT
**DEPARTMENT OF ADMINISTRATIVE SERVICES**
**PROCUREMENT DIVISION**

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

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### REQUEST FOR PROPOSAL:

Pursuant to the provisions of Section 4a-57 of the Connecticut General Statutes as amended, Procurement Services is soliciting proposals for the State of Connecticut, at the address above for the furnishing of the subject commodities and/or services to state agencies.

**IMPORTANT:** ALL pages of this form, Sections 1 through 3 must be completed, signed and returned by the proposer as part of the proposal package. Failure to submit all pages of this form may constitute grounds for rejection of your proposal.

---

### COMPLETE PROPOSER LEGAL BUSINESS NAME:

**PRINCIPAL PLACE OF BUSINESS:**

**BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)**

**PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)**

---

**BUSINESS ENTITY:**

- [ ] LLC
- [ ] NON-PROFIT
- [ ] PARTNERSHIP
- [ ] INDIVIDUAL/SOLE PROPRIETORSHIP (ATTACH NAMES AND TITLES OF ALL PARTNERS)

**CORPORATION TYPE OF CORPORATION:**

- [ ] STATE ORGANIZED IN:

**NOTE:** IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL’S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.

**BUSINESS TYPE:**

- [ ] A. SALE OF COMMODITIES
- [ ] B. MEDICAL SERVICES
- [ ] C. ATTORNEY FEES
- [ ] D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)
- [ ] E. OTHER (DESCRIBE IN DETAIL)

**UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE?** (ENTER LETTER FROM ABOVE)

**UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE?** (ENTER LETTER FROM ABOVE)

**WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED PROPOSER**

**DATE EXECUTED**

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**TYPE OR PRINT NAME OF AUTHORIZED PERSON**

**TITLE OF AUTHORIZED PERSON**
**PROPOSER INFORMATION (CONTINUED)**

<table>
<thead>
<tr>
<th>PROPOSER ADDRESS</th>
<th>STREET</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
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<tr>
<td>PROPOSER E-MAIL ADDRESS</td>
<td>PROPOSER WEB SITE</td>
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**REMITTANCE INFORMATION:** Indicate below the Remittance Address of your Business. Same as Bidder Address Above.

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<th>STATE</th>
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**Notice:** Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 07PSX0351, provide the Proposer Contact Information below.

**PROPOSER CONTACT INFORMATION:**

<table>
<thead>
<tr>
<th>NAME <em>(Type or Print)</em></th>
<th>PROPOSER ADDRESS</th>
<th>STREET</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
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</table>

Add Additional Proposer Contact & Address information on back of this form, if needed.

**1ST BUSINESS PHONE:** Ext. #

**2ND BUSINESS PHONE:** Ext. #

**CELLULAR:**

**1ST FAX NUMBER:**

**2ND FAX NUMBER:**

**IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE?**

If you are a State Employee, indicate your Position, Agency & Agency Address.

**FOR PURCHASE ORDER DISTRIBUTION:** 1) Check only one box below  2) Input e-mail address or Fax # (if checked)

- [ ] E-MAIL
- [ ] FAX
- [ ] USPS Mail
- [ ] EDI

If EDI was selected, give us a person to contact in your company to set up EDI:

<table>
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<tr>
<th>NAME</th>
<th>E-MAIL ADDRESS</th>
<th>TELEPHONE NUMBER</th>
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</table>

**FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION:** 1) Check only one box below  2) Input e-mail address or Fax # (if checked)

- [ ] E-MAIL
- [ ] FAX
- [ ] USPS Mail

Add further Business Address, E-mail & Contact Information below or on back of form if needed.
Section 2 of 3 - PROPOSER DEBARMENT AND/OR SUSPENSION

Has the proposer, any company official, or any subcontractor to the proposer, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

☐ YES  ☐ NO

The abovesigned proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

☐ YES  ☐ NO

If the abovesigned proposer, any company official or any subcontractor to the proposer has received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached ________________

Section 3 of 3 – OTHER INFORMATION

Refer to “Guidance for Vendor Authorizations” at:
http://www.das.state.ct.us/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf

Refer to “Guide to the Code of Ethics for Current or Potential State Contractors” at:
Standard Request for Proposal (RFP) Terms and Conditions - Page 1 of 3

The following Terms and Conditions govern all Request for Proposals issued by the Department of Administrative Services (“DAS”). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.

Proposers shall comply with the statutes and regulations as they exist on the date of their proposal and as they may be modified from time to time during the term of the contract, as it may be amended.

Submission of Proposals
1. Proposals must be submitted to and received and stamped as received by DAS Procurement Services on such forms as DAS may make available. Telephone or facsimile proposals will not be accepted in response to a Request for Proposals (“RFP”).

2. The time and date proposals are due is given in each RFP. Proposals received after the specified due date and time given in each RFP shall not be considered and shall be returned unopened. RFP envelopes must clearly indicate the RFP number as well as the date and time that the proposal is due. The name and address of the Proposer should appear in the upper left hand corner of the envelope.

3. Incomplete RFP forms may result in the rejection of proposals. Amendments to proposals received by DAS after the due date and time specified shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. All proposals shall be signed by a person duly authorized to sign proposals on behalf of the Proposer.Unsigned proposals may be rejected. Errors, alterations or corrections on both the original and any copies of the price schedule to be returned must be initialed by the person signing the proposal or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.

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

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

6. All proposals are subject to public inspection after the execution of the contract.

7. The successful Proposer shall be bound by the terms and conditions of the form contract that is attached to the RFP, as it may be modified by agreement of the parties.

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

Samples
9. The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.

10. Samples are furnished free of charge. Proposers must indicate if their return is desired, which DAS shall do or cause to do provided that they are returned at Proposer’s sole cost and expense, FOB Proposer’s destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award
11. A contract will be awarded to the Proposer or Proposers whose proposals DAS deems to be the most advantageous to the State, in accordance with the criteria set forth in the RFP, always taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

12. DAS may reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.

13. DAS may, in accordance with and pursuant to the Regulations of Connecticut State Agencies, correct inaccurate awards resulting from clerical or administrative errors.

Contract
14. Section 4a-81 of the Connecticut General Statutes (the “Act”) requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:
(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.
(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State’s Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

15. Conn. Gen. Stat. § 4-252 (the “Statute”) requires that the Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift,” “quasi-public agency,” “state agency,” “large state contract,” “principals and key personnel” and “participated substantially” as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

16. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

17. With regard to a State contract 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 submission in response to the State’s solicitation expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C, SEEC Form 11.

18. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes.
and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State’s executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State’s Commission on Human Rights and Opportunities.
## STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT
EMPLOYMENT INFORMATION FORM

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Date</th>
</tr>
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

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<thead>
<tr>
<th>JOB CATEGORY</th>
<th>A OVERALL TOTALS (Sum of all columns, A-F Male &amp; Female)</th>
<th>B WHITE (NOT OF HISPANIC ORIGIN)</th>
<th>C BLACK (NOT OF HISPANIC ORIGIN)</th>
<th>D HISPANIC</th>
<th>E ASIAN / PACIFIC ISLANDER</th>
<th>F AMERICAN INDIAN OR ALASKAN NATIVE</th>
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Do you use minority businesses as subcontractors or suppliers?  
☐ Yes  ☐ No  
Explain:

Do you use an Affirmative Action Plan?  
☐ Yes  ☐ No  
Explain:

Describe your recruitment, hiring, training and promotion anti-discrimination practices.
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [ Number of Affidavits Sworn and Subscribed On This Day: _____ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant’s Name and Title ________________________________ Name of Firm (if applicable) ________________________________

Start Date ___________ End Date _____________ Cost _____________

Description of Services Provided: ___________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

Is the consultant a former State employee or former public official? YES NO

If YES: Name of Former State Agency ________________________________ Termination Date of Employment _____________

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

Printed Name of Bidder or Vendor ________________________________ Signature of Chief Official or Individual ________________________________ Date _____________

DAS ________________________________ Printed Name (of above) ________________________________ Awarding State Agency ________________________________

Sworn and subscribed before me on this ________ day of _____________, 200__.

Commissioner of the Superior Court or Notary Public
STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.


________________________________________________    ____________________
Signature              Date

________________________________________________    __________________________________
Printed Name             Title

________________________________________________
Firm or Corporation (if applicable)

________________________________________________    ____________________    ____    ______
Street Address               City        State  Zip

The Department of Administrative Services
Awarding State Agency
STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The Company Name HAS / HAS NOT been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the RFP, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or HAS / HAS NOT (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the RFP.

The list of violations (if applicable) is attached.

____________________________________________________
(Name of Firm, Organization or Corporation)

Signed: ____________________________________________
Written Signature: __________________________________

Name Typed: __________________________________________
(Corporation Seal)

Title: ________________________________________________
(Title of Above Person, typed)

Dated: ________________________________________________

State of )
County of ) ss: A.D., 20_________
)

Sworn to and personally appeared before me for the above, ____________________________________________,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of ______________________________________, and his/her free act and deed as ______________________________________.
(Name of Person appearing in front of Notary or Clerk)
(Title of Person appearing in front of Notary or Clerk)

My Commission Expires: _______________________________,
(Notary Public) (Seal)
Vendor Authorization Guidelines- Page 1 of 2

All contracts must include appropriate vendor documentation that does the following three things:

A. Authorizes the vendor to enter into contracts,
B. Authorizes a particular officer to execute contracts on behalf of the vendor and
C. Evidences that the officer signing in fact holds his/her office.

CORPORATIONS - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

1) In lieu of the secretary’s certificate, the vendors must submit:
   a) a current certified copy of the applicable section of the corporation’s bylaws which authorizes the execution of contracts by the signing person and
   b) a current certification that the officer signing the assignment agreement in fact holds that office.

2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:
   a. the authority of the company and
   b. the officer's ability to bind the company

to enter into a contract.

LIMITED LIABILITY COMPANIES (LLC'S) – LLC’s that do not have boards of directors, must submit the following:

1) a document indicating unanimous consent from all members or managers or

2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can’t find the management agreement or operations agreement , a formal legal opinion must be obtained attesting to:
   a. the authority of the company and
   b. the signing party’s ability to bind the company

to enter into a contract.
PARTNERSHIPS – Partnerships, like LLC’s, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation’s resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC’s management or operations agreement.

SOLE PROPRIETORS - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

1) that the company holds Sole Proprietor status,
2) the name(s) of those authorized to execute contracts on behalf of the company and
3) the signature of Sole Proprietor.

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp. Scroll down until you see the heading “Vendor” on the far right side of the screen. Then click on “Vendor Authorization Guidelines and Samples”.

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT SERVICES  
165 Capitol Avenue, 5th Floor South  
HARTFORD, CT 06106-1659

Nondiscrimination Certification – Page 1 of 1

I, ____________________________________________, ___________________________ of

Signer’s Name  
Title

________________________________________, an entity lawfully organized and existing under the laws of

Name of Entity

________________________________________, do hereby certify that the following is a true and correct copy of a

Name Of State Or Commonwealth

resolution adopted on the ______ day of ___________________, 20___ by the governing body of

Name Of Entity

________________________________________, in accordance with all of its documents of governance and management

Name Of State Or Commonwealth

and the laws of __________________________ and further certify that such resolution has not been modified, rescinded or

revoked, and is at present in full force and effect.

RESOLVED: That ______________________________________ hereby adopts as its policy to support the

Name of Entity

nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended

in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this __________ day of _________________, 20__.

________________________________________

Signature

Effective June 25, 2007
PROPOSER
QUALIFICATIONS
RFP-14  Rev. 11/07
Prev. Rev. NEW 6/98
Page 1 of 2

STATE OF CONNECTICUT
PROPOSER’S STATEMENT OF QUALIFICATIONS

RFP Number:
07PSX0351

THIS FORM WILL BE USED IN ASSESSING A Proposer’s Qualifications and to determine if the proposal submitted is from a responsible proposer. State law designates that contracts be awarded to the most advantageous proposer to the State. Factors such as past performance, integrity of the proposer, conformity to the specifications, etc. will be used in evaluating proposals. Attach additional sheets if necessary

COMPANY NAME: ____________________________
& ADDRESS: ____________________________

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: ___________YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, THAT YOU ACTUALLY PERFORMED SERVICE AGAINST. Indicate which State Agency, and provide contract Name and Number, and the name and telephone number of the purchasing agent administering the contract.

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<th>CONTRACT NO.</th>
<th>CONTRACT NAME</th>
<th>STATE AGENCY</th>
<th>PURCHASING AGENT</th>
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LIST OTHER NAMES YOUR COMPANY GOES BY: ____________________________________________________________________

LIST PREVIOUS COMPANY NAME (S)_____________________________________________________________________________

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS REQUEST FOR PROPOSAL WHICH DEMONSTRATES YOUR COMPANY’S ABILITY TO PERFORM THE REQUIRED SERVICES.

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<th>COMPANY NAME AND ADDRESS</th>
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# STATE OF CONNECTICUT

## PROPOSER’S STATEMENT OF QUALIFICATIONS

**RFP Number:** 07PSX0351

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**COMPANY NAME:**

---

**SIZE OF COMPANY OR CORPORATION:**

- **NUMBER OF EMPLOYEES:**
  - Full Time: ___________________
  - Part Time: ___________________

- **COMPANY VALUE:**
  - Equipment Assets: ___________________
  - Total Assets: ___________________

**IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE?**

- [ ] Yes
- [ ] No

**REGISTRATION DATE, IF AVAILABLE:** ____________________________

**IF REQUESTED, WOULD YOUR COMPANY PROVIDE A “GOOD STANDING” CERTIFICATE ISSUED BY THE CONNECTICUT SECRETARY OF STATE’S OFFICE?**

- [ ] Yes
- [ ] No

---

## LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

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(Attach additional sheets if necessary)

**LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS RFP.**

---

**LIST ANY CRIMINAL CONVICTIONS, GUILTY PLEAS OR NOLO CONTENDERES AGAINST YOUR COMPANY AND ANY OF YOUR COMPANY’S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.**

---

**LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY’S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS, DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.**

(Attach additional sheets if necessary)

**I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.**

---

**SIGNATURE** ____________________________ **DATE** ____________________________

**TITLE**
Request for Proposals

Library Furniture

Department of Administrative Services

Contract Specialist: Susanne Hawkins

Date Issued: 27 August 2008

Due Date: 30 September 2008
State of Connecticut
Department of Administrative Services
Announcement of Request for Proposals to provide
Library Furniture

Date  29 August 2008
RFP No. 07PSX0351

Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed proposals will be received by Procurement Services for the State of Connecticut, at the address provided in this Request for Proposal (“RFP”) for furnishing the commodities and/or services herein listed.

The Department of Administrative Services welcomes the opportunity to work with our customers and suppliers to provide Library Furniture to the State of Connecticut as outlined throughout this RFP document.

We invite you to be part of this effort.
Request for Proposals
Library Furniture

Overview

To provide Library Furniture for the State of Connecticut Library, All Using State Agencies, Political Sub-Divisions, Municipalities, Schools and Not for Profits. The State of Connecticut is committed to providing its customers with a wide variety of options for office furnishings at competitive pricing.

The Department of Administrative Services welcomes the opportunity to work with furniture manufacturers to provide library furniture to the State of Connecticut as outlined throughout this RFP document.

This RFP DOES NOT cover the following furniture product:

- **Systems Furniture (Workstation Furniture) includes Design Services & Storage**
  Contract Award #05PSX0366 (4/1/2006 through 12/31/2010)

- **Technical LAN Computer Furniture**
  Contract Award #05PSX0366 (4/1/2006 through 13/31/2010)

- **Classroom / School Furniture**
  Contract Award #06PSX0066 (12/1/2006 through 11/30/2011)

- **Mattresses and Bedsprings**
  Contract Award #07PSX0060 (11/1/2007 through 10/31/2012)

- **Molded Plastic Correctional Institutional Furniture**
  Contract Award #06PSX0442 (4/1/2007 through 3/31/2012)

- **Pre-Owned Office Furniture & Furniture Services**
  Contract Award #06PSX0122 (8/1/2006 through 9/30/2010)

- **Keyboard Trays and Accessories**
  Contract Award #06PSX0374 (12/19/2006 – 10/31/2008)

- **Casegoods – Freestanding Office Furniture**
  Contract Award #07PSX0275 (6/1/2008 – 5/31/2013)
  a. Freestanding Office, Executive Desks (Executive Wood Suites)
  b. Files (Vertical, Lateral (Metal and Wood) and Fire-Resistant)
  c. Freestanding Casegoods (Storage Cabinets and Bookcases)
  d. Office Seating (Ergonomic Task Chairs, Executive Chairs, Guest Chairs and Stools)
  e. Mobile Seating (Stackable and Folding to include Storage Accessories)
  f. Tables (Conference, Cafeteria, Training and Folding)
  g. Podiums & Lecterns

- **Lounge, Dormitory, Hospital and Residential / Special Care Facilities Furniture**
  Contract Award #07PSX0285 (7/1/2008 - 12/31/2013)

- **Demountable Floor to Ceiling Walls**
  Contract Award #07PSX0350 (3/1/2008 – 2/28/2013)
Scope of Services

Contractors (Manufacturers) must provide a discount from list for a manufacturer's entire line of relevant library furniture product which must include minimum of 7 of 10 library furniture categories as listed in Exhibit B Price Schedule. It is the intention of the State to establish pricing directly through Contractors (Manufacturer's) and have the Contractor's (Manufacturer's) identify a minimum of one (1) and a maximum of six (6) Authorized Dealers (Service Providers) to administer the contract on their behalf. It is preferred that Contractors (Manufacturers) Authorized Dealers (Service Providers) be located in Connecticut and it is desirable that the Contractor's (Manufacturer's) identify DAS Connecticut Certified Small Business Service Providers / Authorized Dealers as part of their proposal submission. Contractors (Manufacturer's) will be responsible for any and all performance issues associated with the management and administration of their Service Providers.

All RFP Proposals will evaluated by DAS/Procurement Services. The award will be made to the most responsible proposal(s) who best meet the listed evaluation criteria.

The state reserves the right to award product by group of products, or entire contractor (manufacturer) product line, in whole or part, whichever is deemed to be in the best interest of the State of Connecticut. It is the intention to make contract award to multiple contractors in order to satisfy the needs and requirements of the State of Connecticut. Any contract award made as a result of this RFP in no way represents a commitment to quantities, dollar value, and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.
Product and/or Service Specifications

This Request for Proposal covers library furniture items, such as circulation desks, tables, shelving, carrels and other items of furniture used by the Connecticut State Library, public, schools, institutions, college and university libraries. Also, special types of designs of library furniture, such as library furniture for handicapped persons, are to be included in the RFP. All products offered shall be of current and standard manufacture of the manufacturer and meet all current ANSI and BIFMA furniture standards.

In order for a manufacturer’s product to be considered on this contract, the manufacturer must be able to furnish a majority of the entire line (a required minimum of 7 categories of the 10 listed below) of library furniture that consists of the following items.

Furniture Categories:
1) Circulation Desk including cabinets
2) Cantilevered & Fixed Wood Library Shelving Units
3) Cantilevered & Fixed Metal Library Shelving Units
4) Specialized Tables to include:
   • Index tables
   • Reading and study tables
   • Sloped tables
5) Carrels to include:
   • Tables
   • Reading and Study Tables
6) Wooden Library Task Chairs (excludes ergonomic seating)
7) Specialty Library Study Light Fixtures (Specifically manufactured for Library use)
8) Companion furniture pieces and other items to include:
   • Dictionary Stand and Revolving Dictionary Book Stand
   • Atlas Stand
9) Display racks to include:
   • Newspaper rack
   • Magazine racks
   • Book Display
   • Record Display
   • Paperback Display
   • Tower Display units
   • Vertical Display units
   • Video / DVD / CD Display units
10) Book Trucks to include:
     • Book shelf truck
     • Book Truck service
     • Book display truck
     • Paperback display truck
     • Picture book shelf truck
     • Depressed book truck

The line(s) offered must fall in the category of furniture described above or it will not be accepted by the State. The State’s decision on what is acceptable under this contract shall be final. All responses submitted must meet and/or exceed all of the minimum specifications contained within the category and sub-categories.

Each manufacturer’s library furniture category lines must be complete. Traditional office furniture, lounge furniture, computer and electronic support furniture, folding tables & ergonomic chairs, open panel/systems furniture and systems furniture lighting will NOT be included on this RFP. This RFP/Contract is limited to specified library furniture only.
LIBRARY FURNITURE MINIMUM SPECIFICATIONS:

LAMINATE AND VENEER WOOD LIBRARY FURNITURE MINIMUM STANDARDS:
- All exposed lumber must be air-dried and kiln dried to a minimum of 6% to 8% moisture content.
- Face and exposed veneers shall not be less than 1/34" thick.
- Laminates shall be a minimum of 1/16" thick with backing sheet not less than .050 thick.
- High-pressure laminates shall consist of layers of melamine and fibrous sheet material, impregnated with a thermosetting condensation resin, all consolidated under heat and pressure.
- Lumber core material to be good grade core stock controlled to minimize any tendency to warp.
- 5-ply construction consists of a lumber core, two crossbars running in the opposite directions of the grain of the core, and a face and a back veneer or high-pressure laminate running parallel to the core.
- Finishing is to be done at the point of manufacture with all furniture and equipment being thoroughly hand and/or machine smoothed and sanded to remove all machine or mill marks.
- Shelving should be constructed of kiln-dried hardwoods, with joints double doweled and securely glued for maximum joint stability.
- Chairs must be available with or without arms and fabric.

STEEL LIBRARY SHELVING MINIMUM STANDARDS FOR CLOSED BASE BOOK STACK SHELVING, DIVIDER TYPE SECTIONS, DISPLAY UNITS, PERIODICAL SHELVING AND MULTI-MEDIA CABINETS:
- Unit frames must be made of a minimum of 16-gauge welded steel construction.
- Shelves must be made of a minimum of 18-gauge steel with triple bends on the front and back edge to prevent sagging.
- Base brackets must be a minimum of 13-gauge steel.
- Shelving options must be available in single or double face style.
- Shelving must be adjustable and consist of 1 base shelf and 2 or more adjustable shelves.
- Shelving must have closed ends (closed base bookstack shelving).

SHELVING INSTALLATION: Prior to placing orders the customer, with the installer present, need to examine sub floor surfaces for compliance with requirements for installation tolerances and other conditions affecting performance of fixed storage units.
- For the record, prepare a written report, endorsed by the installer, listing conditions detrimental to performance of fixed storage units.
- Proceed with installation only after unsatisfactory conditions have been corrected.

CATALOGS: To assist the using agency to determine their needs; the Contractor or their Service Provider must provide at no charge, as requested, an illustrated catalog and price list(s) showing all items available through the Contractor (Manufacturer). Each item shown shall be identified with the catalog model number, type of fabric and finishes available.

FINISHES: All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place. Material Safety Data Sheets shall be available upon request. Colors shall be manufacturer’s standard offering and shall be designated at the time of order.

WORKMANSHIP: All furniture shall be new, unused, and a currently standard product of an established manufacturer. The assembly and finishing of all components parts shall be done in a first class workmanship-like manner. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable. Details not specified herein shall be in accordance with standard commercial practices for those products.

FLAMMABILITY: All textiles shall meet the flammability requirements of NFPA 260 latest update when tested in accordance with the methods of that standard.
CONSTRUCTION: Shall be manufacturer’s standard design and construction resulting in good durability in high use environments. Furniture shall present a neat, well-finished appearance inside and outside and shall be free of all imperfections and/or defects, which might affect appearance, normal life, or serviceability. All furniture shall exhibit the highest quality workmanship in all areas of construction and finishing. Products should be appropriately designed for the use indicated include a minimum five-year warranty on all basic parts and workmanship, be cost effective and be made of high quality materials commensurate with the items expected use.

ANSI-BIFMA FURNITURE STANDARDS: All products offered under this RFP shall meet or exceed applicable test and performance standards prescribed in ANSI/BIFMA (most recent issue) for the specific category and sub-categories of furniture. Proposers must submit proof of manufacturer’s certification that the product meets or exceeds set standards.

KNAPE & VOGT 8500 SERIES STANDARD: All furniture pieces that require full extension file drawer slides must be manufactured utilizing the quality standard of standard of the Knape & Vogt 8500 drawer slide series or equal.

OIL CANNING: All furniture consisting of metal panels must be of a gauge thickness to prevent “oil canning” during manufacture, delivery and installation.

METAL SURFACE COATING STANDARDS: All metal surfaces must have one of the following coating processes; Plated or Baked Enamel or equal. The ability of the manufacturer to utilize the “Powder Coating” technique is highly desirable.

LOCK ACCESSORY STANDARDS: All furniture pieces, that have locks as a standard or optional accessory, must have locks that secure all drawers and must be accompanied with appropriate set of keys upon delivery and installation.

UNDERWRITERS LABORATORIES, INC (UL) STANDARDS: All products with electrical components must meet all appropriate current and future Underwriters Laboratories, Inc. specifications.

WARRANTY: All library furniture shall carry the manufacturer’s standard warranty and shall be guaranteed against defects in materials, workmanship, and performance for a minimum of (5) years. The warranty shall begin on the date of acceptance of the unit by the ordering agency. During this warranty period, the vendor shall repair or replace defective components and/or units at no cost to the State of Connecticut. All warranties include labor costs. Warranty work can be performed either on-site or at an off-site location (the manufacturer or authorized service provider facility), whichever would provide for the fastest response (turn around time). The manufacturer guarantees that the provided equipment will be standard new equipment and try to match existing product to the best of their ability. All items of furniture delivered shall be guaranteed for materials and workmanship as follows:

- All Products, including Parts and Workmanship – minimum of 5 years
- Operational Mechanisms – minimum of 5 years

All defects that occur during this warranty time, shall be replaced or corrected by the manufacturer without cost to the State of Connecticut, except where it is clearly shown that the defect is due to misuse and not to faulty manufacture.

QUOTES: Awarded Contractor’s Service Provider(s) / Authorized Dealer(s) must provide quotes at no cost to eligible entities. No Travel Time Charges will be allowed.
**Environmentally Preferred Products:**
The Department of Administrative Services (DAS) has established procedures that promote the procurement and use of environmentally preferable products and services by state agencies. The term “environmentally preferable” means, with regard to products, services or practices, that such products, services or practices have a lesser or reduced negative effect on human health and the environment when compared to competing products, services or practices that serve the same function.

Products and services may be considered as environmentally preferable products and services (EPP) under this contract. Vendors seeking EPP consideration for products and services must provide the following information for each product which will be evaluated by DAS: 1) the type of product or service; 2) the name and catalog number of the product, if available; 3) the component of the product that has environmentally preferable attributes; 4) the environmentally preferable attribute contained in the component; and 5) the percentage of the environmentally preferable attribute in the component.

Environmentally preferable attributes include:
- Made of recycled content
- Made of post-consumer content
- Recyclable
- Less- or non-toxic or
- Energy efficient

The awarded vendor must clearly designate all catalog products with the preceding attributes by the use of a recycled logo or some other such form of identification, and include information on the environmental attribute(s) whenever available.

**Product Identification/Exhibit B Price Schedule:**
Proposers shall indicate on the proposal schedule the Manufacturer’s name, the name of the product and/or product line proposed, reference to a product catalog or attachment containing complete manufacturer’s engineering specifications (must be enclosed), reference to manufacturer’s price list (must be enclosed), reference to the applicable product warranty(s) (must be enclosed). Also, within Exhibit B is the form for contractors (manufacturers) to list their service providers / authorized dealers. This form is to be filled out completely for each service provider / dealer. If the manufacturer is a direct supplier to the State of Connecticut, then the manufacturer’s information needs to be entered on the last sheet.

Exhibit B forms for this RFP is available only in MS Excel format. The document has been emailed to vendors registered under the Bidder Notification System, and is downloadable from the DAS website. Proposers are to obtain a copy of the spreadsheet, fill it in electronically and submit BOTH a hard copy printed on 8.5” X 14” plain paper AND an electronic copy in readable format (not PDF format), submitted on a diskette or CD. **The format of the spreadsheet is not to be changed by the proposer. Any proposal containing a schedule with a format change (other than adding rows for multiple line items under one category) may be deemed non-responsive, in whole or in part.**

**PROPOSAL PRICES:**
Prices quoted shall be listed at a discount off of manufacturer’s list. All prices shall be net, including all transportation and delivery charges fully prepaid by the contractor, F.O.B. destination. Any proposal suggesting any variation from this shall be considered non-responsive.

**SCHEDULE A:** Drop shipment/dock delivery. Prices shall include all transportation charges fully prepaid by the contractor, F.O.B. destination. No additional charges will be allowed for packing or packages.

**SCHEDULE B:** (Prevailing Wage Jobs) Prices shall include all transportation charges fully prepaid by the contractor, including unpacking or uncrating, full assembly, setting in final location, properly leveling, securing, anchoring, and erecting in place, complete and ready for use. The contractor is responsible for removal of all rubbish from the site, and all costs associated with legally disposing of the rubbish.
SCHEDULE C: (Non-Prevailing Wage Job) Prices shall include all transportation charges fully prepaid by the contractor, including unpacking or uncrating, full assembly, setting in final location, properly leveling in place, complete and ready for use. The contractor is responsible for removal of all rubbish from the site, and all costs associated with legally disposing of the rubbish.

Prevailing wage rates apply to schedule B only. Prevailing wage rates do not apply to factory workers at the point of manufacture. Contractors must provide discount off of list for schedules A, B and C.

Prevailing Wage Regulations:
Contractors must be willing to pay wages in accordance with the current wages and policies established by the Connecticut Labor Department and/or the Federal Labor Department. Contractors must also pay wages in accordance with the Federal Wage Scales contained herein. Prevailing wage shall be paid as follows:

- **Federally Funded Work**: Any purchase order issued and funded by federal funds. This will be designated on the purchase order and will be detailed at the pre-construction meeting.

- **State Funded Work**: State funded purchase orders exceeding $100,000.00 (initial purchase order amount). Purchase orders issued funded by State money (only) below $100,000.00 will be priced from the Non-Prevailing Wage Proposal Schedules.

It is anticipated that majority of the freestanding furniture ordered through this contract will not require prevailing wages paid, however due to the anticipated wide variety of contract users DAS requires prevailing wage discount information to be submitted in the proposal submission in order to cover any and all project needs or requirements.

PREVAILING WAGE REQUIREMENTS:
Contractor’s Service Providers / Authorized Dealers if applicable must agree to pay prevailing wage rates for all service work performed for the State of Connecticut. Contractors (s) must incorporate the mark-up they will charge within Schedule B pricing located in Exhibit B / Price Schedule. Manufacturer(s) need to establish one rate across the board for all authorized dealers servicing the account on their behalf.

Within this RFP “Exhibit B” the Price Schedule has incorporated a tiered pricing structure in order to meet the needs of the wide variety of anticipated users of the contract. The total amount of the list prices of items on a purchase order shall determine which tier will be used in calculating the discount from list. Contractor’s Service Providers are encouraged to allow various purchasing authorities to combine their purchases to collectively reach a greater tiered discount, even though the purchases may be on separate purchase orders.

The discounts quoted must be for the entire line as shown in the manufacturer’s price schedule. If a manufacturer is unable to offer the same discount over the entire line of product, it must be made clear in the proposal which product is excluded from the offering. Proposers are encouraged to offer the best discount possible. Procurement Services will reference comparable contracts from surrounding cities, states and cooperative purchasing agreements prior to contract award. If the discount offered is not in line with that of the aforementioned entities’, Procurement Services may, in the best interest of the State of Connecticut, issue a no award for the manufacturer’s line, in whole or in part.

Proposers are required to submit proof of manufacturer’s pricing and complete descriptive literature for all products proposed with their proposal return. In addition, proposers will be expected to verify that the product line they are offering or a comparable substitute having similar finishes and/or options will be available for at least the entire contract period. Colors and finishes will be expected to be available for this period of time as well.

Once a contract has been awarded, contractors are required to furnish catalogs and prices lists to any requesting State agency as well as any other authorized contract user.
Contractors are required to inform Procurement Services immediately of promotional sales or discounts, as well as decreases to contracted items, and shall pass those savings along to the State immediately.

**DELIVERY:**
Proposers shall indicate on their proposal return how many days after receipt of order (ARO) an agency can expect delivery of merchandise. At the agency’s request, contractors are required to provide written estimated delivery times once an order has been placed with a contractor. The contractor is responsible for notifying the ordering agency at least forty-eight (48) hours in advance of shipment.

Deliveries shall be made as specified by the ordering agency during normal business hours. All items shall be delivered and set-up (if required) at the location specified by the ordering agency in accordance with good commercial practice and the terms contained herein. All items ordered through the Contractor’s Service Provider / Authorized Dealer shall be delivered F.O.B. Destination to any point within the State of Connecticut.

- All prices must be F.O.B. destination and must be delivered to the customer at a time agreed upon by both parties. All prices should include transportation, delivery and all other charges prepaid by the Awarded Contractor. Travel Charges and Fuel Surcharges will not be allowed.

- Awarded Contractor’s Service Provider(s) / Authorized Dealer(s) must make every attempt to adhere to the scheduling constraints of certain agencies / departments and ensure that the delivery occurs within the time frame requested by those departments.

**Storage Charges:**
The Contractor’s Service Provider / Authorized Dealer must have the ability to provide storage of furniture until new building(s) or building renovations are completed. Storage charges shall not accrue until sixty (60) calendar days after the scheduled delivery date and the using agency has indicated they still cannot accept delivery. The Storage Charges based on price per cubic foot, price per day, month, etc., can be found in Form RFP-16 the Proposal Schedule of this RFP. Storage Charges will only be allowed when the requesting agency / user is unable to accept scheduled delivery of goods and services beyond 60 days after scheduled delivery date. Storage charges will only be allowed billable after 60 days after scheduled delivery date.

**Design Services:**
The Contractor’s Service Provider / Authorized Dealer must provide design layout services free of charge for all new product, however, if the requesting customer requires existing furniture to be incorporated into the new furniture product layout, then the existing furniture design labor would be billable to the customer at a hourly rate established by the manufacturer.

**Labor Charges:**
The Contractor’s Service Provider / Authorized Dealer must provide labor rates for moving, reconfiguring existing furniture only. However, for all new product ordered, labor charges are already incorporated into the manufacturer discounted pricing structure. Labor charges will only be billable for customers owned furniture only at an hourly rate established by the manufacturer or in special circumstances where the building does not accommodate normal delivery situations (i.e. no freight elevator).

**Availability During Installation:**
The Contractor’s Service Provider / Authorized Dealer shall be available to answer questions and provide consultation, including installation inspections and furniture installation punch lists, if required in order to verify that the installation of the furniture is being installed in accordance with the entities approved design layout.

**Security:**
Contractor’s Service Provider / Authorized Dealer must adhere to established security and/or property entrance policies and procedures established for each requesting State Entity. It is the responsibility of each contractor’s service provider to understand and adhere to those policies and procedures prior to any attempt to enter the premises.
I. Contract Period
The State intends that this contract shall be in effect for a period of five (5) years, beginning Date of Award through December 31, 2013. The State reserves the sole right to extend this contract for a period up to the full original contract term or parts thereof.

II. Mandatory Extension to State Entities
Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the “State” are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

III. Motor Carrier Safety Review.
If the performance of the Contract requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, or other motor vehicle with a gross vehicle weight rating (GVWR) of 18,000 pounds or more, each proposer will be the subject of an evaluation, conducted by the Connecticut Department of Motor Vehicles (CTDMV) of its motor carrier safety fitness. The primary factor in the evaluation is the current SAFESTAT score, calculated by the U.S. Federal Motor Carrier Safety Administration (FMCSA) in accordance with the provisions of Title 49, Section 385.1, et seq., of the Code of Federal Regulations.

To be deemed qualified, the proposer must have an overall SAFESTAT category rating of “D” or better, on the date of evaluation. In addition, the proposer’s driver and vehicle out-of-service rates will be consulted. The rates are determined by the number of out-of-service violations cited to the motor carrier in the course of all official, reported vehicle and/or driver inspections conducted during the preceding thirty (30) months. To be deemed qualified, the proposer must not have either a vehicle or driver out-of-service rate, by percentage of out-of-service violations per the total number of inspections reported, that is more than twice the national average. In addition, the proposer must have a current federal safety management practices rating of “Satisfactory,” as defined in 49 CFR section 385.3, as amended.

Further information concerning the motor carrier safety evaluation, to which a proposer is subject, may be obtained from CTDMV, at http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206&dmvPNavCtr=#49068. All official inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website, at http://www.ai.volpe.dot.gov/.

IV. Pre-Meeting Requirements
No pre-proposal meeting will apply. Rather, questions may be addressed in writing as identified in Section II, page 16 of this RFP Document.

V. Quantities and/or Usages
These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.
VI. **Brand Name Specifications and/or References**
Brand names or Catalogs referenced or implied in the specifications of this request for proposal are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Proposals are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for each item. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

VII. **P-Card (Purchasing Credit Card)**
The State of Connecticut uses a Mastercard purchasing card for order placement and payment in many instances. Suppliers who accept credit cards should anticipate that some or all orders issued as a result of this request for proposal may be paid by using the purchasing card. The Supplier shall be aware that he/she is responsible for the credit card user handling fee associated with credit card purchases. Suppliers should only charge to the State’s Mastercard when the goods are delivered (physical receipt of goods, at store), or are shipped.

Questions regarding the State of Connecticut Mastercard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

VIII. **E-Commerce (Electronic Commerce)**
The State of Connecticut utilizes an internet-based E-Procurement ordering system (PeopleSoft/Oracle), known as Core-CT. With Core-CT, awarded contractors will be required to accept purchase orders from the State of Connecticut through this system.

IX. **Contract Award**
The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:
A. by item, group of items, or in it’s entirety
B. geographic location to adequately service the entire State of Connecticut in the best possible manner
C. Multiple Vendor Award

X. **Stability of Proposed Prices**
Any price offerings from proposers must be valid for a period of 180 days from the due date of the proposals.

XI. **Amendment or Cancellation of the RFP**
DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

XII. **Proposal Modifications**
No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

XIII. **Proposer Presentation of Supporting Evidence**
Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.
XIV. **Proposer Demonstration of Proposed Services and or Products**
At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

XV. **Erroneous Awards**
DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.

Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.

XVI. **Proposal Expenses**
Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

XVII. **Ownership of Proposals**
All proposals shall become the sole property of the State and will not be returned.

XVIII. **Ownership of Subsequent Products**
Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

XIX. **Oral Agreement or Arrangements**
Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

XX. **Subcontractors**
DAS must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of DAS or her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to DAS upon request. The successful proposer must provide the majority of services described in the specifications.
Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process and are listed in order of relative importance.

Applicable Content

a. Ability to meet specifications, requirements, terms and conditions

b. Ability of contractor (manufacturer) to cover the majority or the entire line(s) of furniture specified. (Manufacturers must be able to provide a minimum 7 of 10 of the library furniture categories listed within this RFP)

c. Ability to provide service providers / authorized dealers to service the contract on the contractor’s behalf

d. Completeness of proposal (i.e. Proposal Forms, Exhibit B Forms)

Business Information:

a. Company History and Length of Time in Business

b. Contractor’s (Manufacturer) and their Service Providers ability to comply with the RFP’s Insurance and DMV Requirements

c. Contractor References & Financial Information

Account Management

a. Strategy for managing contract and customer service approach through their service provider network to all geographic areas of the state.

b. Ability to adhere to Quality Assurance / Safety requirements

Value

a. Exhibit B Price Schedule & Service Provider Information & Qualitative Questions Submission

b. Manufacturer Warranty Capabilities. Ability to adhere to delivery and warranty requirements.
Instructions to Proposers

I. Proposal Schedule

Release of RFP: Date: Wednesday, August 27, 2008

Receipt of Questions: Date: Wednesday, September 10, 2008, by noon

Answers to Questions posted as Addendum: Date: Monday, September 15, 2008

Proposal Due Date: Date: Tuesday, September 30, 2008, by 2:00 pm

During the period from your organization’s receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the Department of Administrative Services, Attn.: Susanne Hawkins, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106.

II. Questions

Questions for the purpose of clarifying the RFP must be submitted in writing and must be received in Procurement Services no later than noon on Wednesday, September 10, 2008, in the State of Connecticut.

Questions must be delivered to:
Department of Administrative Services
Attn.: Susanne Hawkins
(RFP07PSX0351),
165 Capitol Avenue, 5th Floor South
Hartford, CT 06106

or emailed to email address: susanne.hawkins@ct.gov.

III. Sealed Proposals

Proposals must be submitted in a SEALED envelope or carton, clearly marked with RFP07PSX0351, the date, and the name and address of the proposer. Any material that is not so received may be opened as general mail, and result in invalidating the proposer’s submission. Facsimile or unsealed proposals will not be accepted under any circumstances.
**Submittal Requirements**

1. *Only proposals submitted by product manufacturers will be considered for evaluation.* Purchase orders may be directed to a manufacturer’s representative or to servicing dealers, but only those proposals signed and presented by the product manufacturer will be considered for contract award. Any gaps in product availability may be filled by a supplemental RFP, only if deemed absolutely necessary by the state.

2. Proposers should submit a list of eligible service provider(s) and representatives with this bid document. ONLY THOSE service provider(s) listed will be considered authorized to act on behalf of the contractor. Companies professing contractor endorsement will NOT be allowed to take orders unless they have been acknowledged in the Contract Award document, or in subsequent contract supplements. Due to the large number of anticipated proposals resulting from this RFP, it will be necessary to restrict applications for changes to the authorized service providers to once a year 30 days prior to the annual contract award date. Requests will be accumulated until that date, at which time a contract supplement will be prepared outlining any and all service provider updates, which have occurred under the contract.

3. Each service provider (authorized dealer) listed will be responsible for delivery and installation of products, as well as providing needed assistance to the Users. It is desirable that contractors (manufacturers) should make every effort to include CT certified small and small minority owned dealers and/or sub-contractors as service providers. All proposers shall provide technical documentation of products proposed, including illustrations, product specifications, price lists and finishes. Failure to supply this information will result in your bid being deemed non-responsive. State Purchasing reserves the right to require bidders to submit samples of the proposed products before making a final determination of acceptability.

1) **Applicable Content**
   a) A complete overview of contractor (manufacturer) program content
   b) **Product Catalogs** Product Catalog(s) (one complete set of catalogs only) and the ability to provide information that proposed product offerings meets or exceeds identified specifications listed in Exhibit A
   c) Ability to provide Service Provider(s) to provide services to the State of Connecticut and it is desirable Contractors (manufacturers) designate DAS Connecticut Certified Small Business within their proposal submission
   d) Contractors (Manufacturers) within their proposal submission need to demonstrate extensive product offering and exceptional performance attributes of their product offerings

2) **Business Information:**
   a) Brief business history outlining length of time in business
   b) Past 2 years financial statements (for private companies, a signed statement of financial security from a CPA will suffice)
   c) Contractors and Service Providers ability to comply with RFP insurance and DMV requirements
   d) Three (3) Client References: please provide the following information for each reference - Name of company, Contact Name, Telephone Number & Description of work provided

*Should proposers wish this information to be considered confidential, this information should be placed in a sealed envelope marked “Confidential”, this information will not be made viewable to the public and will only be reviewed by the evaluation committee.*
3) Account Management
   a) Strategy for managing contract and customer service requirements
   b) Ability to adhere to Quality Assurance / Product Safety Requirements

4) Value
   a) Form RFP-16 Proposal Price Schedule (Exhibit B), Contract submitted price schedule must comply with prevailing wage rates. Contractors must submit pricing for all Schedules A, B & C.
   b) Completeness of Service Provider(s) Information located in Exhibit B
   c) Completeness of Responses to Qualitative Questions located in Exhibit B
   d) Ability to comply with or exceed RFP warranty requirements
   e) Product Delivery Lead Times
   f) Service Provider(s) / Authorized Dealer(s) customer service and delivery capabilities to fulfill all geographic locations / areas of the State of Connecticut.

Should proposers wish this information to be considered confidential, this information should be placed in a sealed envelope marked “Confidential”, this information will not be made viewable to the public and will only be reviewed by the evaluation committee.
This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state will pursue negotiations with the highest scoring proposal. If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in “Contract”. The contract may include a liquidated damages clause at the discretion of the State.
CONTRACT
07PSX0351

Between
THE STATE OF CONNECTICUT
Acting by its
DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

FOR THE PURCHASE AND SALE OF
LIBRARY FURNITURE

, 2008

Contract Award Date
This Contract (the “Contract”) is made as of the _______________ day of __________, in the year 2008_____, by and between, _______________________________ (the “Contractor,”) with a principal place of business at ______________________________, acting by __________________________, its __________________________ and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Susanne Hawkins, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

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

(a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.

(b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(c) Client Agency: Connecticut State Library, All Using State Agencies, and Political Subdivisions

(d) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.

(e) Contractor: A person or entity who submits a Proposal and who executes a Contract.

(f) Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

(g) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

(h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.

(i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

(j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
(k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.

(l) Proposal: A Proposer’s submittal in response to a Request for Proposals.

(m) Proposer Parties: A Proposer’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 Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.

(n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(o) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.

(p) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.

(q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

(r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.

(s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

2. **Term of Contract; Contract Extension.** The Contract will be in effect from Date of Award through December 31, 2013. The State may extend this Contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.

3. **Description of Goods or Services.** The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as “Perform” and the “Performance.”

4. **Price Schedule, Payment Terms and Billing, and Price Adjustments.**
   
   (a) **Price Schedule:** Price Schedule under this Contract is set forth in Exhibit B.
   
   (b) **Payment Terms and Billing:** Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as
applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

(d) Price / Service Provider Adjustments: Service Provider(s) and Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the effective date of the Contract. The Contractor shall have the right to request a price adjustment and service provider updates only during the thirty (30) days immediately preceding the annual anniversary dates of the effective date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor’s control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the effective date of the Contract. The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price and service provider(s) shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the effective date of the Contract. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Agency may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the Agency or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:

(1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and
express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

(2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

(3) they vest authority, without any further act required on their part or the Agency’s part, in the Agency and the State of Connecticut to use or dispose of the Rejected Goods and Contractor Property, in the Agency’s sole discretion, as if the Rejected Goods and Contractor Property were the Agency’s or State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(4) if the Agency or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Agency shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

(5) they do remise, release and forever discharge the Agency and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Agency and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Agency, such information as the Agency may require to evidence, in the Agency’s sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

7. Contract Amendments. Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.

8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS’s or the State’s rights or possible Claims.
9. **Termination, Cancellation and Expiration.**

(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 Performance under the Contract prior to such date. The Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.

(b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.

(c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS 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 or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Proposer to Perform in the notice prior to the effective date of Termination or Cancellation, 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) To the extent that the Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A. In addition, the Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Agency and after consent of the Contractor’s subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such 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, DAS may Cancel the Contract in accordance with its terms and revoke any
(g) Upon Termination, Cancellation or Expiration 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, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration 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 or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Reserved

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

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party’s failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

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


(a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.

(b) The Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

(c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Agency requirements, particularly the Agency’s requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.

(d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor’s own risk.

(e) The Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Agency shall not have any additional obligation to deliver to the Contractor a “hard copy” of the purchase order or a copy bearing any hand-written signature or other “original” marking.

15. Indemnification.

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

(b) 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.

(c) 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.

(d) 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 DAS and the Client Agency, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Client Agency.

(e) 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.

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

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

17. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract;

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

(c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor’s work or that of Contractor Parties;

(d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State’s Freedom of Information Act or other applicable law; and

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract do not specifically list or describe any part or nominal
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appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

(a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor’s shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.

(d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State’s right of setoff shall not be deemed to be the State’s exclusive remedy for the Contractor’s or Contractor Parties’ breach of the Contract, all of which shall survive any setoffs by the State.

23. Force Majeure. The State and the Contractor shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS’s prior written approval.
25. **Americans With Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (“Act”), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.

26. **Representations and Warranties.** The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, that:

(a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;

(c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;

(g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
(j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor’s obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

(k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State’s Codes of Ethics;

(l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;

(m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;

(n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;

(o) they have paid all applicable workers’ compensation second injury fund assessments concerning all previous work done in Connecticut;

(p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(q) they owe no unemployment compensation contributions;

(r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

(s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS’s sole determination, compliance with this section;

(t) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;

(u) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;

(v) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
(w) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS’s prior written consent;

(x) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(z) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(bb) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates “motor vehicles,” as that term is defined by Conn. Gen. Stat. §14-1(51) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

29. 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.

30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, 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.

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 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 race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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. 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, mental retardation, 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;

(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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(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 section 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 project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "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.

(d) 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.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of section (a) above 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 section 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.

(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 of 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 section 46a-56;

(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 section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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 section 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.

33. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
(b) A customer’s payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of the Act.

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

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

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

If to the Contractor:

COMPANY NAME: ___________________________________________

NAME: _____________________________________________________

ADDRESS Line 1: ___________________________________________

ADDRESS Line 2: ___________________________________________

City: ___________________________ State: ___________ Zip: ______

Attention: Company: ________________________________________

Signatory Name: ____________________________ Title: ______________

36. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

(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 owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

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

37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
38. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

39. **Parties.** To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to “Contractor” or “Proposer” shall also be deemed to include “Contractor Parties” or “Proposer Parties,” respectively, as if such reference had originally specifically included “Contractor Parties” or “Proposer Parties,” since it is the parties’ intent for the terms “Contractor Parties” and “Proposer Parties” to be vested with the same respective rights and obligations as the terms “Contractor” and “Proposer.”

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

   (a) its certificate of incorporation or other organizational document;

   (b) more than a controlling interest in the ownership of the Contractor; or

   (c) the individual(s) in charge of the Performance.

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

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

42. **Audit and Inspection of Records.** The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the Client Agency and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the Client Agency’s expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. 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.

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

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

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

46. **Contractor Responsibility.**

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

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

47. **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.

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

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

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

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

51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. 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 (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Request for Proposals 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.

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

55. **Reserved**

56. **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban.** With regard to a State contract 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

57. **Health Insurance Portability and Accountability Act.**

(a) This Section may or may not apply to the Client Agency and/or DAS. If an appropriate party or entity determines that it does apply to the Client Agency, then for purposes of this Section the following definitions shall apply:

(1) “Business Associate” shall mean the Contractor.

(2) “Covered Entity” shall mean DAS, the Client Agency or both, as applicable.

(3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

(4) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(6) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(7) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

(8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
(9) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.

(10) “This Section of the Contract” refers to the HIPAA Section of this Contract, in its entirety.

(11) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.


(b) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

c) The Contractor and the Client Agency shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

d) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103.

e) The Contractor, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103.

(f) The Contractor is a “business associate” of the Client Agency, as that term is defined in 45 C.F.R. § 160.103.

(g) Obligations and Activities of Business Associates

(1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.

(6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply
through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.

(9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

(10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

(h) Permitted Uses and Disclosure by Business Associate

(1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations Of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

(j) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination

(1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Upon Covered Entity’s knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.

(A) Effect of Termination, Cancellation and Expiration

Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to the extent that such return or destruction infeasible, Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
(l) Miscellaneous Provisions

(1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) The Parties shall take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.

(3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.

(4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate’s own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

58. Encryption of Data.

(a) Contractor and Contractor Parties, at its own expense, shall encrypt any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA) as it may be amended from time to time. This shall be a continuing obligation for compliance with the EWTA standard as it may change from time to time.

(b) In the event of a breach of security or loss of State data, the Contractor or Contractor Parties shall notify the client agency which owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or suspicion of such breach or loss that such data has been compromised through breach or loss.
IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

[AWARDED CONTRACTOR]

By: ____________________________

______________________________
Print or Type Name

Title: __________________________

Date: __________________________

STATE OF CONNECTICUT
Department Of Administrative Services

By: ____________________________

______________________________
Print or Type Name

Title: Contract Specialist

Date: __________________________
EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES

Scope:
This Request for Proposal covers library furniture items, such as circulation desks, tables, shelving, carrels, and other items of furniture used by public school libraries, institutions, college, and university libraries. Also, special types or designs of library furniture, such as library furniture for handicapped persons, are to be included in the RFP. All products offered shall be of the current and standard manufacture of the manufacturer and meet all current ANSI and BIFMA furniture standards.

In order for a manufacturer’s product to be considered on this contract, the manufacturer must be able to furnish a majority of the entire line (a required minimum of 7 categories of the 10 listed below) of library furniture that consists of the following items.

Furniture Categories:
1) Circulation Desk including cabinets
2) Cantilevered & Fixed Wood Library Shelving Units
3) Cantilevered & Fixed Metal Library Shelving Units
4) Specialized Tables to include:
   • Index tables
   • Reading and study tables
   • Sloped tables
5) Carrels to include:
   • Tables
   • Reading and Study Tables
6) Wooden Library Task Chairs (excludes ergonomic seating)
7) Specialty Library Study Light Fixtures (Specifically manufactured for Library use)
8) Companion furniture pieces and other items to include:
   • Dictionary Stand and Revolving Dictionary Book Stand
   • Atlas Stand
9) Display racks to include:
   • Newspaper rack
   • Magazine racks
   • Book Displayers
   • Record Displayer
   • Paperback Displayer
   • Tower Display units
   • Vertical Display units
   • Video / DVD / CD Display units
10) Book Trucks to include:
    • Book shelf truck
    • Book Truck service
    • Book display truck
    • Paperback display truck
    • Picture book shelf truck
    • Depressed book truck

The line(s) offered must fall in the category of furniture described above or it will not be accepted by the State. The State’s decision on what is acceptable under this contract shall be final. All responses submitted must meet and/or exceed all of the minimum specifications contained within the category and sub-categories.

Each manufacturer’s library furniture lines must be complete. Traditional office furniture, lounge furniture, computer and electronic support furniture, folding tables & ergonomic chairs, open panel/systems furniture and systems furniture lighting will NOT be included on this RFP. This RFP/Contract is limited to specified library furniture only.
LIBRARY FURNITURE MINIMUM SPECIFICATIONS:

LAMINATE AND VENEER WOOD LIBRARY FURNITURE MINIMUM STANDARDS:
- All exposed lumber must be air-dried and kiln dried to a minimum of 6% to 8% moisture content.
- Face and exposed veneers shall not be less than 1/34” thick.
- Laminates shall be a minimum of 1/16” thick with backing sheet not less than .050 thick.
- High-pressure laminates shall consist of layers of melamine and fibrous sheet material, impregnated with a thermosetting condensation resin, all consolidated under heat and pressure.
- Lumber core material to be good grade core stock controlled to minimize any tendency to warp.
- 5-ply construction consists of a lumber core, two crossbars running in the opposite directions of the grain of the core, and a face and a back veneer or high pressure laminate running parallel to the core.
- Finishing is to be done at the point of manufacture with all furniture and equipment being thoroughly hand and/or machine smoothed and sanded to remove all machine or mill marks.
- Shelving should be constructed of kiln-dried hardwoods, with joints double doweled and securely glued for maximum joint stability.
- Chairs must be available with or without arms and fabric.

STEEL LIBRARY SHELVING MINIMUM STANDARDS FOR CLOSED BASE BOOK STACK SHELVING, DIVIDER TYPE SECTIONS, DISPLAY UNITS, PERIODICAL SHELVING AND MULTI-MEDIA CABINETS:
- Unit frames must be made of a minimum of 16 gauge welded steel construction.
- Shelves must be made of a minimum of 18 gauge steel with triple bends on the front and back edge to prevent sagging.
- Base brackets must be a minimum of 13 gauge steel.
- Shelving options must be available in single or double face style.
- Shelving must be adjustable and consist of 1 base shelf and 2 or more adjustable shelves.
- Shelving must have closed ends (closed base bookstack shelving).

SHELVING INSTALLATION: Prior to placing orders the customer, with the installer present, need to examine sub floor surfaces for compliance with requirements for installation tolerances and other conditions affecting performance of fixed storage units.
- For the record, prepare a written report, endorsed by the installer, listing conditions detrimental to performance of fixed storage units.
- Proceed with installation only after unsatisfactory conditions have been corrected.

CATALOGS: To assist the using agency to determine their needs; the Contractor or their Service Provider must provide at no charge, as requested, an illustrated catalog and price list(s) showing all items available through the Contractor (Manufacturer). Each item shown shall be identified with the catalog model number, type of fabric and finishes available.

FINISHES: All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place. Material Safety Data Sheets shall be available upon request. Colors shall be manufacturer's standard offering and shall be designated at the time of order.

WORKMANSHIP: All furniture shall be new, unused, and a currently standard product of an established manufacturer. The assembly and finishing of all components parts shall be done in a first class workmanship-like manner. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable. Details not specified herein shall be in accordance with standard commercial practices for those products.
FLAMMABILITY: All textiles shall meet the flammability requirements of NFPA 260 latest update when tested in accordance with the methods of that standard.

CONSTRUCTION: Shall be manufacturer's standard design and construction resulting in good durability in high use environments. Furniture shall present a neat, well-finished appearance inside and outside and shall be free of all imperfections and/or defects, which might affect appearance, normal life, or serviceability. All furniture shall exhibit the highest quality workmanship in all areas of construction and finishing. Products should be appropriately designed for the use indicated include a minimum five-year warranty on all basic parts and workmanship, be cost effective and be made of high quality materials commensurate with the items expected use.

ANSI-BIFMA FURNITURE STANDARDS: All products offered under this RFP shall meet or exceed applicable test and performance standards prescribed in ANSI/BIFMA (most recent issue) for the specific category and sub-categories of furniture. Proposers must submit proof of manufacturer’s certification that the product meets or exceeds set standards.

KNAPE & VOGT 8500 SERIES STANDARD: All furniture pieces that require full extension file drawer slides must be manufactured utilizing the quality standard of standard of the Knap & Vogt 8500 drawer slide series or equal.

OIL CANNING: All furniture consisting of metal panels must be of a gauge thickness to prevent “oil canning” during manufacture, delivery and installation.

METAL SURFACE COATING STANDARDS: All metal surfaces must have one of the following coating processes; Plated or Baked Enamel or equal. The ability of the manufacturer to utilize the “Powder Coating” technique is highly desirable.

LOCK ACCESSORY STANDARDS: All furniture pieces, that have locks as a standard or optional accessory, must have locks that secure all drawers and must be accompanied with appropriate set of keys upon delivery and installation.

UNDERWRITERS LABORATORIES, INC (UL) STANDARDS: All products with electrical components must meet all appropriate current and future Underwriters Laboratories, Inc. specifications.

WARRANTY: All library furniture shall carry the manufacturer's standard warranty and shall be guaranteed against defects in materials, workmanship, and performance for a minimum of (5) years. The warranty shall begin on the date of acceptance of the unit by the ordering agency. During this warranty period, the vendor shall repair or replace defective components and/or units at no cost to the State of Connecticut. All warranties include labor costs. Warranty work can be performed either on-site or at an off-site location (the manufacturer or authorized service provider facility), whichever would provide for the fastest response (turn around time). The manufacturer guarantees that the provided equipment will be standard new equipment and try to match existing product to the best of their ability. All items of furniture delivered shall be guaranteed for materials and workmanship as follows:

- All Products, including Parts and Workmanship – minimum of 5 years
- Operational Mechanisms – minimum of 5 years

All defects that occur during this warranty time, shall be replaced or corrected by the manufacturer without cost to the State of Connecticut, except where it is clearly shown that the defect is due to misuse and not to faulty manufacture.

INSTALLATION: Awarded Contractor’s Service Provider(s) / Authorized Dealer(s) must provide quotes at no cost to eligible entities. No Travel Time Charges will be allowed.

Environmentally Preferred Products:
The Department of Administrative Services (DAS) has established procedures that promote the procurement and use of environmentally preferable products and services by state agencies. The term “environmentally preferable” means, with regard to products, services or practices, that such products, services or practices have a lesser or reduced negative effect on human health and the environment when compared to competing products, services or practices that serve the same function.
Products and services may be considered as environmentally preferable products and services (EPP) under this contract. Vendors seeking EPP consideration for products and services must provide the following information for each product which will be evaluated by DAS: 1) the type of product or service; 2) the name and catalog number of the product, if available; 3) the component of the product that has environmentally preferable attributes; 4) the environmentally preferable attribute contained in the component; and 5) the percentage of the environmentally preferable attribute in the component.

Environmentally preferable attributes include:
- Made of recycled content
- Made of post-consumer content
- Recyclable
- Less- or non-toxic or
- Energy efficient

The awarded vendor must clearly designate all catalog products with the preceding attributes by the use of a recycled logo or some other such form of identification, and include information on the environmental attribute(s) whenever available.

**Product Identification/Exhibit B Price Schedule:**
Proposers shall indicate on the proposal schedule the Manufacturer’s name, the name of the product and/or product line proposed, reference to a product catalog or attachment containing complete manufacturer’s engineering specifications (must be enclosed), reference to manufacturer’s price list (must be enclosed), reference to the applicable product warranty(s) (must be enclosed). Also, within Exhibit B is the form for contractors (manufacturers) to list their service providers / authorized dealers. This form is to be filled out completely for each service provider / dealer. If the manufacturer is a direct supplier to the State of Connecticut, then the manufacturer’s information needs to be entered on the last sheet.

Exhibit B forms for this RFP is available only in MS Excel format. The document has been emailed to vendors registered under the Bidder Notification System, and is downloadable from the DAS website. Proposers are to obtain a copy of the spreadsheet, fill it in electronically and submit BOTH a hard copy printed on 8.5” X 14” plain paper AND an electronic copy in readable format (not PDF format), submitted on a diskette or CD. **The format of the spreadsheet is not to be changed by the proposer.** Any proposal containing a schedule with a format change (other than adding rows for multiple line items under one category) may be deemed non-responsive, in whole or in part.

**PROPOSAL PRICES:**
Prices quoted shall be listed at a discount off of manufacturer’s list. All prices shall be net, including all transportation and delivery charges fully prepaid by the contractor, F.O.B. destination. Any proposal suggesting any variation from this shall be considered non-responsive. Minimum order charges will not be allowed.

**SCHEDULE A:** Drop shipment/dock delivery. Prices shall include all transportation charges fully prepaid by the contractor, F.O.B. destination. No additional charges will be allowed for packing or packages.

**SCHEDULE B:** (Prevailing Wage Jobs) Prices shall include all transportation charges fully prepaid by the contractor, including unpacking or uncrating, full assembly, setting in final location, properly leveling, securing, anchoring, and erecting in place, complete and ready for use. The contractor is responsible for removal of all rubbish from the site, and all costs associated with legally disposing of the rubbish.

**SCHEDULE C:** (Non-Prevailing Wage Job) Prices shall include all transportation charges fully prepaid by the contractor, including unpacking or uncrating, full assembly, setting in final location, properly leveling in place, complete and ready for use. The contractor is responsible for removal of all rubbish from the site, and all costs associated with legally disposing of the rubbish.

**Prevailing wage rates apply to schedule B only. Prevailing wage rates do not apply to factory workers at the point of manufacture. Contractors must provide discount off of list for schedules A, B and C.**
Prevailing Wage Regulations:
Contractors must be willing to pay wages in accordance with the current wages and policies established by the Connecticut Labor Department and/or the Federal Labor Department. Contractors must also pay wages in accordance with the Federal Wage Scales contained herein. Prevailing wage shall be paid as follows:

Federally Funded Work: Any purchase order issued and funded by federal funds. This will be designated on the purchase order and will be detailed at the pre-construction meeting.

State Funded Work: State funded purchase orders exceeding $100,000.00 (initial purchase order amount). Purchase orders issued funded by State money (only) below $100,000.00 will be priced from the Non-Prevailing Wage Proposal Schedules.

It is anticipated that majority of the freestanding furniture ordered through this contract will not require prevailing wages paid, however due to the anticipated wide variety of contract users DAS requires prevailing wage discount information to be submitted in the proposal submission in order to cover any and all project needs or requirements.

PREVAILING WAGE REQUIREMENTS:
Contractor’s Service Providers / Authorized Dealers if applicable must agree to pay prevailing wage rates for all service work performed for the State of Connecticut. Contractors (s) must incorporate the mark-up they will charge within Schedule B pricing located in Exhibit B / Price Schedule. Manufacturer(s) need to establish one rate across the board for all authorized dealers servicing the account on their behalf.

Within this RFP “Exhibit B” the Price Schedule has incorporated a tiered pricing structure in order to meet the needs of the wide variety of anticipated users of the contract. The total amount of the list prices of items on a purchase order shall determine which tier will be used in calculating the discount from list. Contractor’s Service Providers are encouraged to allow various purchasing authorities to combine their purchases to collectively reach a greater tiered discount, even though the purchases may be on separate purchase orders.

The discounts quoted must be for the entire line as shown in the manufacturer’s price schedule. If a manufacturer is unable to offer the same discount over the entire line of product, it must be made clear in the proposal which product is excluded from the offering. Proposers are encouraged to offer the best discount possible. Procurement Services will reference comparable contracts from surrounding cities, states and cooperative purchasing agreements prior to contract award. If the discount offered is not in line with that of the aforementioned entities’, Procurement Services may, in the best interest of the State of Connecticut, issue a no award for the manufacturer’s line, in whole or in part.

Proposers are required to submit proof of manufacturer’s pricing and complete descriptive literature for all products proposed with their proposal return. In addition, proposers will be expected to verify that the product line they are offering or a comparable substitute having similar finishes and/or options will be available for at least the entire contract period. Colors and finishes will be expected to be available for this period of time as well.

Once a contract has been awarded, contractors are required to furnish catalogs and prices lists to any requesting State agency as well as any other authorized contract user.

Contractors are required to inform Procurement Services immediately of promotional sales or discounts, as well as decreases to contracted items, and shall pass those savings along to the State immediately.

DELIVERY:
Proposers shall indicate on their proposal return how many days after receipt of order (ARO) an agency can expect delivery of merchandise. At the agency’s request, contractors are required to provide written estimated delivery times once an order has been placed with a contractor. The contractor is responsible for notifying the ordering agency at least forty-eight (48) hours in advance of shipment.

Deliveries shall be made as specified by the ordering agency during normal business hours. All items shall be delivered and set-up (if required) at the location specified by the ordering agency in accordance with good commercial practice and the terms contained herein. All items ordered through the Contractor’s Service Provider / Authorized Dealer shall be delivered F.O.B. Destination to any point within the State of Connecticut.
• All prices must be F.O.B. destination and must be delivered to the customer at a time agreed upon by both parties. All prices should include transportation, delivery and all other charges prepaid by the Awarded Contractor. Travel Charges and Fuel Surcharges will not be allowed.

• Awarded Contractor’s Service Provider(s) / Authorized Dealer(s) must make every attempt to adhere to the scheduling constraints of certain agencies / departments and ensure that the delivery occurs within the timeframe requested by those departments.

Storage Charges:
The Contractor’s Service Provider / Authorized Dealer must have the ability to provide storage of furniture until new building(s) or building renovations are completed. Storage charges shall not accrue until sixty (60) calendar days after the scheduled delivery date and the using agency has indicated they still cannot accept delivery. The Storage Charges based on price per cubic foot, price per day, month, etc., can be found in Form RFP-16 the Proposal Schedule of this RFP. Storage Charges will only be allowed when the requesting agency / user is unable to accept scheduled delivery of goods and services beyond 60 days after scheduled delivery date. Storage charges will only be allowed billable after 60 days after scheduled delivery date.

Design Services:
The Contractor’s Service Provider / Authorized Dealer must provide design layout services free of charge for all new product, however, if the requesting customer requires existing furniture to be incorporated into the new furniture product layout, then the existing furniture design labor would be billable to the customer at a hourly rate established by the manufacturer.

Labor Charges:
The Contractor’s Service Provider / Authorized Dealer must provide labor rates for moving, reconfiguring existing furniture only. However, for all new product ordered, labor charges are already incorporated into the manufacturer discounted pricing structure. Labor charges will only be billable for customers owned furniture only at an hourly rate established by the manufacturer or in special circumstances where the building does not accommodate normal delivery situations (i.e. no freight elevator).

Availability During Installation:
The Contractor’s Service Provider / Authorized Dealer shall be available to answer questions and provide consultation, including installation inspections and furniture installation punch lists, if required in order to verify that the installation of the furniture is being installed in accordance with the entities approved design layout.

Security:
The Contractor’s Service Provider / Authorized Dealer must adhere to established security and/or property entrance policies and procedures established for each requesting State Entity. It is the responsibility of each contractor’s service provider to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

P-Card (Purchasing Credit Card)
The State of Connecticut uses a Mastercard purchasing card for order placement and payment in many instances. Suppliers who accept credit cards should anticipate that some or all orders issued as a result of this request for proposal may be paid by using the purchasing card. The Supplier shall be aware that he/she is responsible for the credit card user handling fee associated with credit card purchases. Suppliers should only charge to the State’s Mastercard when the goods are delivered (physical receipt of goods, at store), or are shipped.

Questions regarding the State of Connecticut Mastercard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

E-Commerce (Electronic Commerce)
The State of Connecticut utilizes an internet-based E-Procurement ordering system (PeopleSoft/Oracle), known as Core-CT. With Core-CT, awarded contractors will be required to accept purchase orders from the State of Connecticut through this system.
EXHIBIT B

PRICE SCHEDULE ATTACHED SHEETS

ALL PROPOSALS MUST BE SUBMITTED DIRECTLY BY THE MANUFACTURER.

All proposals **must** submit the following forms within their proposal submission:

- **Exhibit B – Qualitative Questions** Responses & Proposers Department of Transporation Number.

- **Exhibit B – Price Schedule** Discount off Manufacturer List Pricing for Schedule A, B & C. Manufacturer proposers must submit discounts for all schedules.

- **Exhibit B – Service Provider Information** (Dealer Info) to include the DOT Number for each provider. DAS will allow a maximum of 6 providers to service the account on the manufacturers behalf.

Proposers shall indicate on the proposal schedule the Manufacturer’s name, the name of the product and/or product line proposed, reference to a product catalog or attachment containing complete manufacturer’s engineering specifications (must be enclosed), reference to manufacturer’s price list (must be enclosed), reference to the applicable product warranty(s) (must be enclosed). Also, within Exhibit B is the form for contractors (manufacturers) to list their service providers / authorized dealers. This form is to be filled out completely for each service provider / dealer. If the manufacturer is a direct supplier to the State of Connecticut, then the manufacturer’s information needs to be entered on the last sheet.

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State of Connecticut

procurement division

Exhibit B

Qualitative Question Section for RFP # 07PSX0351

Page 1 OF 1

Terms: Net 45
Cash Discount: %

Deliver:

Contract Specialist

Susanne Hawkins

(860) 713-5064
Telephone Number

RFP NO.:
07PSX0351

DOT ID #

this information is mandatory for vehicle-related services over 18,000 GVWR.
Failure of proposer to indicate this number may result in rejection of the proposal.

Exhibit B - Qualitative Questions

Manufacturers must provide a written response to the following questions. These questions will be part of the evaluation process. Please include all relevant information in your answers, regardless if it is included elsewhere in the proposal.

1.) Manufacturer Information:

- How long have you been in business?
- Explain the history of your company?
- What is your Mission Statement?
- What percentage of your total sales is comprised of library furniture?
- Demonstrate the financial strength of your company by submitting two (2) years of annual reports or audited financial statements.
- What is your standard manufacturer’s lead-time?

2.) Quality:

- Can your company comply with the RFP Warranty Requirements of five (5) years? Nothing less than five (5) years warranty will be accepted by DAS.
- Do you offer a Lifetime Warranty or does your Warranty exceed the RFP minimum requirement?
- Do your products meet ANSI/BIFMA test standards?
- How does your company measure quality?

3.) Service

- Identify any additional value added service that your company provides.

4.) Environmental Considerations

- Explain your commitment to the environment.
- Do you have someone appointed to manage environmental concerns?
- Do the raw materials used in your products contain substantial amount of recycled content?
- Do you use lean manufacturing methods to eliminate waste?

Contractor must provide responses to all of these questions in their RFP submission.
## Exhibit B - Price Schedule

**Manufacturer Name:** ____________________________________________

**Manufacturer DOT #:** ________________________________________

**Manufacturer Warranty 5 Year Minimum Required or Better:**

**Manufacturer Price Book Name(s) / Number(s) / Date(s):**

**Standard Terms:** Net 45 Days

**Schedule A - Drop Ship to Dock / No Installation Required**

**Schedule B - Prevailing Wage Rates Required for Project; Manufacturer to incorporate rates into Discount / Installation Included in Discount**

**Schedule C - No Prevailing Wage Rates Required for Project / Installation included in Discount**

All Proposals MUST submit discounts for All Schedules - A, B & C

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<tr>
<td>CATEGORY</td>
<td>SUB CATEGORY</td>
<td>DELIVERY DAYS ARO</td>
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</tbody>
</table>

**Tier 4 DISCOUNT**

<table>
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<tr>
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<tr>
<td>$1 - $24,999</td>
<td>$25,000 - $99,999</td>
<td>$100,000 - $249,999</td>
<td>$250,000 - $399,999</td>
<td>$400,000+</td>
<td></td>
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</tr>
</tbody>
</table>

**SCHEDULES**

| A | B | C | A | B | C | A | B | C |

**ABCABCABCABCABC DELIVERY**

**ABCABCABCABCABC DELIVERY**

**Design Service Rate (for existing furniture only, new furniture design services are available at no charge, included in pricing)**

Manufacturer to establish one hourly rate for all service provider(s) to reconfigure existing furniture product only with new ordered product

| Per Hour: | $____________ |

**Storage Rates (shall not accrue until 60 calendar days after the scheduled delivery date and delivery can not be accepted)**

Manufacturer to establish same rate per square foot for all service provider(s)

| Per Day: | $____________/SF |
| Per Week: | $____________/SF |
| Per Month: | $____________/SF |

**Labor Rates to Reconfigure Existing Furniture Only (new furniture install incorporated into the discounted pricing)**

Manufacturer to establish same rate per square foot for all service provider(s)

| Normal Work Day Hours M-F 8:00 am to 5:00 pm | $____________ Hourly Rate |
| Overtime Hours M-F 5:01 pm to 7:59 am & Prevailing Wage Labor | $____________ Hourly Rate |
| Weekend (Saturday & Sunday) and Holidays | $____________ Hourly Rate |
Exhibit B
Manufacturer Name: ____________________________

**Contractor (Manufacturer) Service Provider(s) Minimum of 1 / Maximum of 6**

<table>
<thead>
<tr>
<th>Service Provider #1</th>
<th>Service Provider #2</th>
<th>Service Provider #3</th>
<th>Service Provider #4</th>
</tr>
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<tbody>
<tr>
<td>Name:</td>
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<td>Name:</td>
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</tr>
<tr>
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<td>City:</td>
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<tr>
<td>Zip Code:</td>
<td>Zip Code:</td>
<td>Zip Code:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Contact Person:</td>
<td>Contact Person:</td>
<td>Contact Person:</td>
</tr>
<tr>
<td>SBE/MBE?:</td>
<td>SBE/MBE?:</td>
<td>SBE/MBE?:</td>
<td>SBE/MBE?:</td>
</tr>
<tr>
<td>Phone #:</td>
<td>Phone #:</td>
<td>Phone #:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Fax #:</td>
<td>Fax #:</td>
<td>Fax #:</td>
<td>Fax #:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
<td>Email:</td>
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</tr>
<tr>
<td>Website:</td>
<td>Website:</td>
<td>Website:</td>
<td>Website:</td>
</tr>
</tbody>
</table>


### Contractor (Manufacturer) Service Provider / Authorized Dealer Info.

#### Service Provider #5

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>City:</td>
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<tr>
<td>Zip Code:</td>
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</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>SBE/MBE?:</td>
<td></td>
</tr>
<tr>
<td>Phone #:</td>
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<tr>
<td>Fax #:</td>
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<tr>
<td>Website:</td>
<td></td>
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<tr>
<td>http://</td>
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</table>

#### Service Provider #6

<table>
<thead>
<tr>
<th>Name:</th>
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<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>City:</td>
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</tr>
<tr>
<td>Zip Code:</td>
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<tr>
<td>Contact Person:</td>
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<tr>
<td>SBE/MBE?:</td>
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<tr>
<td>Phone #:</td>
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<tr>
<td>Fax #:</td>
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<tr>
<td>Website:</td>
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</tr>
<tr>
<td>http://</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or solicit contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—$2000 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 $2000 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 $5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

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, 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 or a loan to an individual for other than commercial purposes.

"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.
Exhibit D

Prevailing Wage Information

Attached
By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

<table>
<thead>
<tr>
<th>Project Number</th>
<th>07PSX0351</th>
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</thead>
<tbody>
<tr>
<td>Project Town</td>
<td>Statewide</td>
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</table>

**CLASSIFICATION**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a) Asbestos Worker/Insulator (Includes application of insulating materials,</td>
<td>34.21</td>
<td>19.81</td>
</tr>
<tr>
<td>protective coverings, coatings, &amp; finishes to all types of mechanical systems;</td>
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<tr>
<td>application of firestopping material for wall openings &amp; penetrations in walls,</td>
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<tr>
<td>floors, ceilings.</td>
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<tr>
<td>1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation</td>
<td>20.50</td>
<td>10.30</td>
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<tr>
<td>(except its removal from mechanical systems which are not to be scrapped),</td>
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<tr>
<td>toxic waste removers, blasters.<strong>See Laborers Group 7</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1c) Hazardous Material Handler: Includes preparation, wetting, stripping,</td>
<td>32.73</td>
<td>8.72 + 33%</td>
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<tr>
<td>removal, scrapping, vacuuming, bagging and disposing of all insulation</td>
<td></td>
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<tr>
<td>materials, whether they contain asbestos or not, from mechanical systems.</td>
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<td></td>
</tr>
<tr>
<td>2) Boilermaker</td>
<td>31.00</td>
<td>18.54 + a</td>
</tr>
<tr>
<td>3a) Bricklayer, Cement Mason, Cement Finishers, Plasterers, Stone Masons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3b) Tile Setter</td>
<td>30.21</td>
<td>16.61</td>
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</tbody>
</table>

*As of: Wednesday, August 06, 2008*
Project: AUSA DAS Contract For Library Furniture

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3c)</td>
<td>Terrazzo Workers, Marble Setters</td>
<td>30.30</td>
<td>18.69</td>
</tr>
<tr>
<td>3d)</td>
<td>Tile, Marble &amp; Terrazzo Finishers</td>
<td>24.50</td>
<td>14.43</td>
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</table>

-----LABORERS-----

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4)</td>
<td>Group 1: Laborers, carpenter tenders, wrecking laborers, fire watchers.</td>
<td>23.25</td>
<td>14.00</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>4a)</td>
<td>Group 2: Mortar mixers, plaster tenders, power buggy operators, powdermen,</td>
<td>23.50</td>
<td>14.00</td>
</tr>
<tr>
<td></td>
<td>fireproofer/mixer/nozzleman.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4b)</td>
<td>Group 3: Jackhammer operators, mason tenders.</td>
<td>23.75</td>
<td>14.00</td>
</tr>
<tr>
<td>4c)</td>
<td>**Group 4: Pipelayers (Installation of water, storm drainage or sewage</td>
<td>24.10</td>
<td>14.00</td>
</tr>
<tr>
<td></td>
<td>lines outside of the building line with P6, P7 license) [If using this</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>classification call the Labor Department for clarification]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4d)</td>
<td>Group 5: Air track operators, Sand blasters.</td>
<td>24.00</td>
<td>14.00</td>
</tr>
<tr>
<td>4e)</td>
<td>Group 6: Nuclear toxic waste removers, blasters.</td>
<td>26.25</td>
<td>14.00</td>
</tr>
<tr>
<td>4f)</td>
<td>Group 7: Asbestos removal and encapsulation (except it's removal from</td>
<td>24.25</td>
<td>14.00</td>
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<tr>
<td></td>
<td>mechanical systems which are not to be scrapped).</td>
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</tbody>
</table>

_As of:_ Wednesday, August 06, 2008
Project: AUSA DAS Contract For Library Furniture

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.  23.75  14.00

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.  23.25  14.00

5) Carpenter, Acoustical Tile Worker, Concrete Form-Wood Builder, Floor Covering (Including Drywall Hanging), Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.

5a) Millwrights  28.65  16.96

6) Electrical Worker, Cable Splicer (electric) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)  34.40  18.57

7a) Elevator Mechanic (Trade License required: R-1,2,5,6)  41.34  16.285+a+b

8) Glazier (Trade License required: FG-1,2)  31.43  14.00 + a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection  31.80  23.18 + a

----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over.  33.05  16.90 + a

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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver ($3.00 premium when operator controls hammer) 32.73 16.90 + a

Group 3: Excavator; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 31.99 16.90 + a

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper) 31.60 16.90 + a

Group 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell) 31.01 16.90 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 31.01 16.90 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 30.70 16.90 + a

Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell). 30.36 16.90 + a

Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine. 29.96 16.90 + a

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder). 29.53 16.90 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 27.49 16.90 + a

As of: Wednesday, August 06, 2008
Project:  AUSA DAS Contract For Library Furniture

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.  
27.49  16.90 + a

Group 12: Wellpoint operator.  
27.43  16.90 + a

Group 13: Compressor battery operator.  
26.85  16.90 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).  
25.71  16.90 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.  
25.30  16.90 + a

Group 16: Maintenance engineer.  
24.65  16.90 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.  
28.96  16.90 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).  
26.54  16.90 + a

------PAINTERS (Including Drywall Finishing)------

10a) Brush, Roller  
27.87  14.00

As of:  Wednesday, August 06, 2008
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Rate 1</th>
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<tbody>
<tr>
<td>10b</td>
<td>Taper</td>
<td>28.62</td>
<td>14.00</td>
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<tr>
<td>10c</td>
<td>Paperhanger</td>
<td>28.37</td>
<td>14.00</td>
</tr>
<tr>
<td>10d</td>
<td>Red Label</td>
<td>28.37</td>
<td>14.00</td>
</tr>
<tr>
<td>10e</td>
<td>Blast and Spray</td>
<td>30.87</td>
<td>14.00</td>
</tr>
<tr>
<td>10f</td>
<td>Tanks, Tower, Swingstage</td>
<td>29.87</td>
<td>14.00</td>
</tr>
<tr>
<td>11</td>
<td>Plumber</td>
<td>35.37</td>
<td>19.71</td>
</tr>
<tr>
<td></td>
<td>(Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)</td>
<td></td>
<td></td>
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<tr>
<td>12</td>
<td>Post Digger, Well Digger, Pile Testing Machine</td>
<td>25.25</td>
<td>9.05 + a</td>
</tr>
<tr>
<td>13</td>
<td>Roofer (composition)</td>
<td>29.40</td>
<td>13.48</td>
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<tr>
<td>14</td>
<td>Roofer (slate &amp; tile)</td>
<td>29.90</td>
<td>13.48</td>
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<tr>
<td>15</td>
<td>Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)</td>
<td>30.57</td>
<td>24.50</td>
</tr>
</tbody>
</table>

As of: Wednesday, August 06, 2008
**Project:** AUSA DAS Contract For Library Furniture

16) **Pipefitter (Including HVAC work)**
(Trade License required: S-1,2,3,4,5,6,7,8  B-1,2,3,4  D-1,2,3,4, G-1, G-2, G-8 & G-9)

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
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<tbody>
<tr>
<td>16)</td>
<td>35.37</td>
<td>19.71</td>
</tr>
</tbody>
</table>

-------TRUCK DRIVERS------

17a) **2 Axle**

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>17a)</td>
<td>26.18</td>
<td>12.47 + a</td>
</tr>
</tbody>
</table>

17b) **3 Axle, 2 Axle Ready Mix**

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<thead>
<tr>
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<th>Rate</th>
<th>Tax</th>
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</thead>
<tbody>
<tr>
<td>17b)</td>
<td>26.28</td>
<td>12.47 + a</td>
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</tbody>
</table>

17c) **3 Axle Ready Mix**

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<thead>
<tr>
<th></th>
<th>Rate</th>
<th>Tax</th>
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</thead>
<tbody>
<tr>
<td>17c)</td>
<td>26.33</td>
<td>12.47 + a</td>
</tr>
</tbody>
</table>

17d) **4 Axle, Heavy Duty Trailer up to 40 tons**

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<th>Rate</th>
<th>Tax</th>
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<tbody>
<tr>
<td>17d)</td>
<td>26.38</td>
<td>12.47 + a</td>
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</table>

17e) **4 Axle Ready Mix**

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<tr>
<td>17e)</td>
<td>26.43</td>
<td>12.47 + a</td>
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</table>

17f) **Heavy Duty Trailer (40 Tons and Over)**

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<th>Rate</th>
<th>Tax</th>
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<tbody>
<tr>
<td>17f)</td>
<td>26.63</td>
<td>12.47 + a</td>
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17g) **Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)**

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<th>Rate</th>
<th>Tax</th>
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<tr>
<td>17g)</td>
<td>26.43</td>
<td>12.47 + a</td>
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18) **Sprinkler Fitter (Trade License required: F-1,2,3,4)**

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<td>18)</td>
<td>36.50</td>
<td>15.10 + a</td>
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**As of:** Wednesday, August 06, 2008
Welders: Rate for craft to which welding is incidental.

*Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.

**Note: Hazardous waste premium $3.00 per hour over classified rate

- Crane with 150 ft. boom (including jib) - $1.50 extra
- Crane with 200 ft. boom (including jib) - $2.50 extra
- Crane with 250 ft. boom (including jib) - $5.00 extra
- Crane with 300 ft. boom (including jib) - $7.00 extra
- Crane with 400 ft. boom (including jib) - $10.00

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

As of: Wednesday, August 06, 2008
Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: extra (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Wednesday, August 06, 2008
Prevailing Wage Bid Package

You are here: DOL Web Site › Wage and Workplace Issues › Prevailing Wage Bid Package

- Section 31-53b: Construction safety and Health Course. Proof of completion required for employees on public building projects. (PDF, 10KB)
  - Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course (PDF, 20KB)
- Notice For All Mason Contractors (PDF, 5KB)
- CT General Statute 31-55a
- Contracting Agency Certification Form (PDF, 89KB)
- Contractor's Wage Certification Form (PDF, 11KB)
- Payroll Certification - Public Works Projects
- Occupational Classification Bulletin
- Footnotes (PDF, 7KB)

Published by the Connecticut Department of Labor, Project Management Office
Sec. 31-53b  Construction safety and health course. Proof of completion required for employees on public building projects. Enforcement. Regulations  (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any employee required to complete a construction safety and health course required under subsection (a) of this section who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2007, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) For the purposes of this section, “public building” means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, “Public building” does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.
Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE
(applicable to public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least $100,000)

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

(3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least $100,000;

(4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/eccenters/fact_sheet.html;

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a bona fides student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;
(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee’s name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.
November 29, 2006

Notice

To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- Laborers (Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine feet only

- Power Equipment Operator (Group 9) - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.
- Special Notice -

To All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor’s responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor’s Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Workplace Laws

~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

✉️ Inquiries can be directed to (860)263-6543.
CONTRACTING AGENCY CERTIFICATION FORM

I, __________________________, acting in my official capacity as _______________________,
authorized representative ________________ title

for __________________________ , located at __________________________,
contracting agency ________________ address

do hereby certify that the total dollar amount of work to be done in connection with

_________________________ , located at __________________________
project name and number ________________ address

shall be $____________ , which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: __________________________

Address: __________________________

Authorized Representative: __________________________

Approximate Starting Date: ________________

Approximate Completion Date: ________________

________________________ Signature __________________________ Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd
Wethersfield, CT 06109

Date Issued: __________________________
CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I, __________________________________________ of ________________________________
   Officer, Owner, Authorized Rep.                 Company Name

do hereby certify that the ______________________________
   Company Name

___________________________
   Street

___________________________
   City

and all of its subcontractors will pay all workers on the

___________________________
   Project Name and Number

___________________________
   Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is
attached hereto)

___________________________
   Signed

Subscribed and sworn to before me this __________________ day of __________________.

___________________________
   Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109
Certified Payroll Form
WWS - CPI

You are here: DOL Web Site » Wage and Workplace Issues » Certified Payroll Form WWS - CPI

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects and the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

Certified Payroll Form WWS-CPI (PDF, 3.6MB)

Published by the Connecticut Department of Labor, Project Management Office

http://www.ctdol.state.ct.us/wgwkstnd/forms/payrollcert.htm

8/7/2008
[New] In accordance with Section 31-53(b) of the C.G.S., each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

---

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

**WEEKLY PAYROLL**

<table>
<thead>
<tr>
<th>CONTRACTOR NAME AND ADDRESS</th>
<th>SUBCONTRACTOR NAME &amp; ADDRESS</th>
<th>WORKER'S COMPENSATION INSURANCE CARRIER</th>
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<table>
<thead>
<tr>
<th>PAYROLL NUMBER</th>
<th>Week-Ending Date</th>
<th>PROJECT NAME &amp; ADDRESS</th>
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<tr>
<th>PERSON/WORKER AND ADDRESS</th>
<th>MALE/FEMALE AND RACE*</th>
<th>WORK CLASSIFICATION</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Trade License Type &amp; Number OR OSHA 10 Certificate Number</td>
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<tr>
<th>DAY AND DATE</th>
<th>Total ST Hours</th>
<th>BASE HOMOcly RATE</th>
<th>TYPE OF FRINGE BENEFITS</th>
<th>GROSS PAY FOR ALL WORK PERFORMED THIS WEEK</th>
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<td>Cash Fringe</td>
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<tr>
<td>Base Rate</td>
<td>Cash Fringe</td>
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| 2/13/2008 WW3-CPI | IF REQUIRED | SEE REVERSE SIDE |

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**OSHA~ATTACH CARD TO 1ST CERTIFIED PAYROLL**

---

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
WATERFORD, CT 06385
*FRINGE BENEFITS EXPLANATION (P):*

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.)

Please specify the type of benefits provided:

1) Medical or hospital care
2) Pension or retirement
3) Life Insurance
4) Disability
5) Vacation, holiday
6) Other (please specify)

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of ________________________________

I, ________________________________ of ________________________________ (hereafter known as Employer)

in my capacity as ________________________________ (title) do hereby certify and state:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended Further, I hereby certify and state the following:

A) The records submitted are true and accurate;

B) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

C) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

D) Each such employee of the Employer is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

E) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

F) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both

2. OSHA-Certified Statement

Submitted on

__________________________  __________________________
(Date)                        (Signature)

__________________________
(Title)

***THIS IS A PUBLIC DOCUMENT***
***DO NOT INCLUDE SOCIAL SECURITY NUMBERS***
**Weekly Payroll Certification For Public Works Projects (Continued)**

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

**WEEKLY PAYROLL**

<table>
<thead>
<tr>
<th>PERSON/WORKER AND ADDRESS</th>
<th>APPT RATE %</th>
<th>MALE/ FEMALE AND RACE*</th>
<th>WORK CLASSIFICATION</th>
<th>DAY AND DATE</th>
<th>TOTAL ST HOURS</th>
<th>BASE HOURLY RATE</th>
<th>TYPE OF BENEFITS</th>
<th>GROSS PAY FOR ALL WORK PERFORMED THIS WEEK</th>
<th>TOTAL DEDUCTIONS</th>
<th>GROSS PAY FOR THIS PREVAILING RATE JOB</th>
<th>CHECK # AND NET PAY</th>
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<td>Trade License Type &amp; Number OR DUNS 10 Certification Number</td>
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NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP3)
Occupational Classification Bulletin

You are here: DOL Web Site ➔ Wage and Workplace Issues ➔ Occupational Classification Bulletin

- Informational Bulletin - 03/12/08 (PDF, 1.63MB)

Published by the Connecticut Department of Labor, Project Management Office
Informational Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

✓Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

On any construction project, an assortment of workers are needed to carry out all of the required tasks. Employees include various skilled crafts people, machine operators, general laborers, and apprentices. Prevailing wage rate schedules identify the classes of workers likely to be employed on each of the four types of construction projects. (If a contractor wants to use a class of worker not listed in a wage determination, there is a process for requesting the U.S. Department of Labor to establish a prevailing wage rate for that additional classification). (Contact U.S. Department of Labor at 202 693 0062 or 215 861 5800)

A registered apprentice is not a separate prevailing wage job classification. Apprentices are paid a percentage of the base rate received by the craft that they are training to become and the full fringe rate. This percentage increases in steps, as the apprentice advances through the stages of the apprenticeship process.

Any questions regarding the proper classification should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd, Wethersfield, CT 06109 at 860.263.6543
Below are additional clarifications of specific job duties performed for certain classifications:

**ASBESTOS WORKERS/INSULATORS:**

- Handle, install, apply, fabricate, distribute, prepare, alter, repair, or dismantle heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems

**BOILERMAKERS:**

- Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators

**BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS, STONE MASONS, TERRAZZO WORKERS, TILE SETTERS:**

- Lays building materials such as brick, structural tile and concrete ciuder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

**CARPENTERS, MILLRIGHTS, PILEDRIVERMEN, LATHERS, RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIVERS, DIVER TENDERS:**

- Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs.

- Assembly and installation of modular furniture/furniture systems

  [New] a Free-standing furniture is not covered. This includes: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two- position information access station, file cabinets, storage cabinets, tables, etc.

**CLEANING LABORER:**

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the Labor classification.
**DELIVERY PERSONNEL:**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one “stockpile” location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

**ELECTRICIANS:**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes. *License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.*

**ELEVATOR CONSTRUCTORS:**

- Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes: R-1,2,5,6.*

**FORK LIFT OPERATOR:**

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

**GLAZIERS:** [updated]

- Installs light metal sash, head sills, and 2-story aluminum commercial storefronts.

**IRONWORKERS:**

- Handling, sorting, and installation of reinforcing steel (rebar).
- Installation of aluminum window walls and curtain walls.
- Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.
- Installation of handrails, stairs, and platforms installed on Wastewater Treatment Plant projects. [new]
INSULATOR:

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

LEAD PAINT REMOVAL:

- Painter Rate -
  1) Removal of lead paint from bridges.
  2) Removal of lead paint as preparation of any surface to be repainted.
  3) Where removal is on a Demolition project prior to reconstruction.

- Laborer Rate -
  1) Removal of lead paint from any surface NOT to be repainted.
  2) Where removal is on a TOTAL Demolition project only.

LABORERS:

- Acetylene burners, asphalt takers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector, hand operated concrete vibrator operator, mason tenders, pipelayers (installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders

PAINTERS:

- Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall finishing for any and all types of building and residential work

PLUMBERS AND PIPE FITTERS:

- Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2. S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

POWER EQUIPMENT OPERATORS:

- Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. *License required, crane operators only, per Connecticut General Statutes.
ROOFERS:

- Preparation of surface, tear-off and/or removal of any type of roofing, and/or clean-up of any areas where a roof is to be relaid.

SHEET METAL WORKER:

- Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, coping, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

SPRINKLER FITTERS:

Installation, alteration, maintenance and repair of fire protection sprinkler systems. *License required per Connecticut General Statutes: F-1,2,3,4.*

TILE, MARBLE AND TERRAZZO FINISHERS:

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

TRUCK DRIVERS:

- Truck Drivers delivering asphalt are covered under prevailing wage while on the site and directly involved in the paving operation.
- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.
FOOTNOTES

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+a or +a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Plasters, Stone Masons (Building Construction)
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

   Bricklayer (Residential- Fairfield County)

   a. Paid Holiday: If an employee works on Christmas Eve until noon he shall be paid for 8 hours

Electricians
Fairfield County: West of the Five Mile River in Norwalk

a. $2.00 per hour not to exceed $14.00 per day

Elevator Constructors: Mechanics


b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.
Glaziers

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)
a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers
a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive workdays prior to Labor Day.

Laborers (Tunnel Construction)
a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular workday preceding the holiday or the regular workday following the holiday.

Roofers
a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters
a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers
(Heavy and Highway Construction & Building Construction)
a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.