



Connecticut Lottery Corporation  
270 John Downey Drive  
New Britain, CT 06051  
860-348-4001 (voice)  
860-348-4015 (facsimile)

## Invitation to Bid

**Bid Number:** CLC200802

**Bid Description:** Pallet Rack Purchase and Warehouse Relocation Project

**Issue Date:** February 26, 2008

**Response Due:** March 7, 2008

**NOTE:** Bids cannot be accepted after the specified bid response date and time. Sealed bids may be submitted via U.S. Postal Service, commercial delivery service or hand delivered; electronic or facsimile versions will not be accepted.

### RETURN SEALED BIDS TO:

Purchasing Officer  
Connecticut Lottery Corporation  
270 John Downey Drive  
New Britain, CT 06051

**Reference:** Bid # CLC200802

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Connecticut Lottery Corporation  
 270 John Downey Drive  
 New Britain, CT 06051  
 Phone: 860-348-4123  
 Fax: 860-348-4071  
 www.ctlottery.org

Bid Number: CLC200802

Date:

Company:

Address:

State/Province:

Zip/Postal code:

Phone:

Fax:

Moving and reconfiguration of existing products and assembly of new products to be included in installation cost.

Item	Description	Hardware Cost	Labor Cost	Total Price
	New Penco pallet racks with end guards			
	New Penco records racks with wire decking			
	New Wireway/Husky standard bolted wire partitions			
	Installation including reconfiguration and moving			
	Add-on Penco records racks and accessories			
	Add-on Wireway/Husky - cost per lineal foot			
	Add-on cost - hourly installation			
	Estimated delivery after receipt of purchase order	# Weeks		\$0.00
	Estimated time from start to finish of installation	# Weeks		\$0.00
	PortaFab Omni Flex 300 panel WARRANTY	# Years		\$0.00
	Wireway/Husky Standard bolted partitions WARRANTY	# Years		\$0.00
	Hartford Wire Works Wire partition Model 300 WARRANTY	# Years		\$0.00
	Add-on Penco pallet rack upright	One		\$0.00
	Penco pallet rack cross beam 96"	One		\$0.00
<b>Comments:</b>	<input type="text"/>	<b>Sub-total</b>		<b>\$0.00</b>
		<b>Grand Total</b>		<b>\$0.00</b>

Authorized By:

.....ERROR! BOOKMARK NOT DEFINED.

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# Part I

## STANDARD BID AND CONTRACT TERMS AND CONDITIONS

**All solicitations issued by the Connecticut Lottery Corporation (CLC) will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation to Bid (ITB) or Request for Proposals (RFP).**

### **Solicitation Responses**

1. Forms specified and provided by the CLC in this solicitation must be submitted with the Bid (ITB) or Request for Proposals (RFP) response. Telephone, electronic or facsimile bid responses will not be accepted.
2. The time and date that the ITB or RFP responses are due is clearly stated on each solicitation issued. Bids received after the specified time and date may not be considered. Response envelopes must clearly indicate the bid number and title of the solicitation. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete forms may result in the rejection of the ITB or RFP response. Amendments to Bids received by the CLC after the time specified shall not be considered. An original and three copies of the proposal shall be returned to the CLC. Bids or RFP responses shall be computer prepared, typewritten or hand written in ink. All bids shall be signed by a person duly authorized to sign bids or RFP responses on behalf of the bidder. Unsigned bids or RFP responses may be rejected. The person signing the bid proposal must initial errors, alterations or corrections on both the original and copies of the proposal.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of an ITB.
5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidders primary response to the ITB.
6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Vendor to the destination specified in the Bid or RFP, and subject only to cash discount.
7. Pursuant to Section 12-816 of the Connecticut General Statutes, the Connecticut Lottery Corporation is exempt from any form of Federal or State taxation. Such taxes must not be included in bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. Failure to furnish all information requested or to follow the format requested in this ITB may disqualify the bid. The CLC, in its sole discretion, may waive informalities and nonmaterial deviations in the bid. Any waiver of informalities or nonmaterial deviations shall not modify the original ITB or relieve the Vendor from full compliance with the contract requirements, if awarded.
10. All Vendors certify to the CLC that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, to or from any such public employee unless consideration of substantially equal or greater value was exchanged and such consideration was not related to and was not intended to influence any decision regarding this ITB.
11. By submitting their Bids, Vendors certify that they are not currently debarred from submitting Bids on contracts by any agency of the State of Connecticut, or any other state within the United States, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Connecticut or other state within the United States.
12. It is the policy of the CLC to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities in our procurement activities. Toward that end, the CLC encourages firms to provide for the participation of Connecticut small businesses and Connecticut businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. This solicitation, however, is NOT restricted to Connecticut businesses nor those designated as small and/or minority owned businesses. Vendors that are certified through the Connecticut Department of Administrative Services (DAS), Business CONNections as a small, minority, women, or disabled owned business are requested to provide a copy of their current certification of eligibility issued by DAS with their bid.

### **Guaranty or Surety**

13. Bid and or performance bonds may be required. Bonds must meet the following requirement: 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 an official of the surety company must sign the bond; a corporate seal must be 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**

14. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.
15. Samples are furnished free of charge. Bidder must indicate their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

## **Award**

16. The Lottery is not subject to the provisions of Connecticut Public Procurement General Statutes. However, the Lottery's choice of a firm for this purchase will be based on competitive principles and in accordance with Procedures established by the Lottery's Board of Directors. Bids or RFP's will be evaluated on quality of the article or services to be supplies, their conformance with specifications, delivery terms, price, administrative costs, past performance, financial responsibility and any other criteria specified in the solicitation. The CLC shall award a Contract to the Vendor whose Bid/RFP is deemed to be in the best interests of the Lottery. The Contract will not be in effect until the Vendor receives a fully executed and signed purchase order in addition to a copy of the bid or a fully executed Memorandum of Understanding signed by the President and CEO of the CLC. The CLC reserves the right to conduct any test it may deem advisable and to make all evaluations.
17. The CLC may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
18. The CLC may correct inaccurate awards resulting from clerical or administrative errors

## **Contract**

19. The Vendor shall not assign or otherwise dispose of their contract or their right, title or interest, of their power to execute such contract to any other person, firm or corporation without the prior written consent of the CLC.
20. Failure of a Vendor to deliver commodities or perform services as specified will constitute authority for the CLC to purchase these commodities or services on the open market. The Vendor agrees to promptly reimburse the CLC for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. Vendor agrees to: guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other Vendors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the CLC.
22. The Vendor shall indemnify and hold harmless the CLC, its directors, officers, agents, employees, Lottery vendors, Lottery retailers and the State of Connecticut against liability for any suits, actions, claims, losses, injuries, damages, awards, judgments and expenses of any character arising from or relating to the performance of the Vendor under this Contract, or actions by the Vendor during the preparation, submission and evaluation of the Bid/RFP and during the period of time prior to the execution of the Contract. This indemnification shall survive the term of this Contract.
23. Any Contract resulting from this solicitation shall be governed in all respects by the laws of the State of Connecticut, and any litigation with respect thereto shall be brought in the courts of the State of Connecticut. The Vendor shall comply with applicable federal, state and local laws and regulations. Notwithstanding any provision or language in this contract to the contrary, the CLC may, at its sole discretion, terminate, clarify, modify, amend, alter or withdraw the specifications, terms and conditions of this ITB/RFP and any Contract Award as a result of this ITB/RFP whenever it is determined to be in the best interest of the CLC. Any such action shall be effected by delivery to the Vendor of a written notice of action. Any notice of termination shall be sent by registered mail to the Vendor address furnished to the CLC for the purposes of correspondence or by hand delivery. Upon receipt of such termination notice, the Vendor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the CLC all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Vendor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the CLC. In the event of such termination, the Vendor shall be entitled to reasonable compensation as determined by the CLC, however, no compensation for lost profits shall be allowed.

## **Delivery**

24. All products and equipment delivered must be new unless otherwise stated in the bid specifications.
25. All products offered for purchase and installation at the CLC shall meet all OSHA safety standards as required.
26. Delivery shall be FOB Destination. All fees, freight charges, labor and equipment shall be included. Extra charges will not be allowed.
27. Delivery will be onto the CLC's loading docks by the Vendor unless otherwise stated in the bid specifications.
28. Payment terms are net 30 days after receipt of goods or invoice, whichever is later, unless otherwise specified.



## **Force Majeure**

29. The Vendor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Vendor. If the failure in performance of the Contract is caused by the failure of a subcontractor to perform or otherwise results from an act of the subcontractor, or if such failure arises out of causes beyond the control of both the Vendor and subcontractor, and without fault or negligence of either of them, the Vendor shall not be deemed to be in default unless (a) the supplies or services to be furnished by the subcontractor were obtainable from other sources, (b) the Lottery ordered the Vendor in writing to procure such supplies or services from such other sources, and (c) the Vendor failed to comply reasonably with such order. Upon request of the Vendor, the Lottery's Contracting Officer shall ascertain the facts and extent of such failure and, if it is determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the Lottery under the clause hereof entitled "Termination for Default". (As used in this clause, the term "subcontractor(s)" means subcontractor(s) of any tier.)

## **Advertising**

30. The Vendor agrees not to use either directly or implicitly, the CLC or its logo, or make any other reference to the Lottery in any advertisement, brochure or other material as a means to induce business or otherwise, without the Lottery's prior written consent.

## **Rights**

31. The CLC has sole and exclusive right and title to all printed materials produced for the CLC and the Vendor shall not copyright the printed matter produced under the contract.
32. The Vendor assigns to the CLC all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Vendor is awarded the contract.
33. Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Vendor also agrees that it will hold the CLC harmless and Indemnify the CLC from any action that may arise out of any act by the Vendor concerning lack of compliance with these laws and regulations.
34. All Purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.
35. No portion of the work shall be subcontracted to any firm, other than those reflected in the Vendor's Bid, without prior consent of the Lottery. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish the Lottery the names, qualifications and experience of their proposed subcontractor(s). The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. The Vendor agrees that it is as fully responsible to the Lottery for the acts and omissions of its subcontractors and of persons whether directly or indirectly employed by the subcontractor(s), as he or she is for acts and omissions of persons directly employed by the Vendor.

## **Part II - GENERAL REQUIREMENTS**

### **ISSUING OFFICE**

This Invitation to Bid (ITB) is issued by and is for the exclusive use of the CLC. The current mailing address for the Corporate Headquarters is as follows:

Connecticut Lottery Corporation  
270 John Downey Drive  
New Britain, CT 06051

Corporate Website [www.ctlottery.org](http://www.ctlottery.org)

### **PURCHASING OFFICER**

The Purchasing Officer, acting on the CLC's behalf, is the sole point of contact with regard to all procurement and contractual matters related to this ITB.

All communications concerning this procurement shall be addressed in writing to:

Janice Beckner, CPPB  
Assoc. Fiscal Admin. Officer  
Connecticut Lottery Corporation  
270 John Downey Drive  
New Britain, CT 06051  
Voice Telephone 860.348.4123  
Facsimile Number 860.348.4071  
Email address: [janice.beckner@po.state.ct.us](mailto:janice.beckner@po.state.ct.us)

Any changes to this ITB made as a result of written inquiries, questions or requests will be communicated by published addenda distributed via the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System. If minor revisions become necessary after the closing date for submitting Bids, the Lottery will also publish and distribute addenda to all recipients of the original ITB.

### **DATE AND TIME OF BID SUBMISSION**

All Proposals or Bids pursuant to this ITB shall be submitted to the CLC at its offices on 270 John Downey Drive in New Britain, CT 06051 by 2:00 p.m., March 7, 2008. Vendors are solely responsible for ensuring timely delivery. Bids received after that time and date may be rejected by the CLC and could result in the Bid being returned unopened to the Vendor.

### **BID FORMAT**

The Proposals or Bids shall be mailed or hand-delivered in a sealed envelope to the CLC Purchasing Officer named above; the envelope must be clearly identified as **Bid # CLC200802 Pallet Rack Move and Warehouse Relocation**. The top page shall be Exhibit A, signed *Vendor Information Form*, page two (2) shall be Exhibit B, *Pricing Schedule*, page three (3) shall be Exhibit C *Vendor's Affidavit*, page four (4) shall be Exhibit D *Consulting Agreement Affidavit*. The Vendor shall supply one (1) original and three (3) copies. All costs and expenses associated with the preparation and submission of the Bid shall be the sole responsibility of the Vendor.

## **ANTICIPATED PROJECT SCHEDULE**

<b>Project Task</b>	<b>Date</b>
Invitation to Bid Issued	2/26/2008
Questions from Vendors Due	2/28/2008
Responses to Vendors Issued	2/29/2008
Proposals Due to the Lottery	3/7/2008
Successful Vendor Announced	3/12/2008
Anticipated Installation Date	TBD

## **VENDOR QUESTIONS AND INQUIRIES**

Vendors may submit written questions and inquiries that pertain to this ITB in accordance with the provisions of this section. Such questions shall be addressed to the Purchasing Officer and received at CLC Headquarters by close of business at 4:30 p.m. ET on February 28, 2008. Questions must be sent by the preferred method of electronic mail. Vendors will receive an electronic response from the Purchasing Officer confirming receipt of the questions. Submission of questions via telephone will not be allowed, however, the Purchasing Officer will accept inquiries to confirm receipt of Vendor's questions in the event that an electronic confirmation is absent. All written questions, inquiries and comments will be answered in writing via contract Addendum on or before February 29, 2008; addenda will be distributed via electronic mail to each Vendor as well as through the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System and will be posted to the CLC's website at [www.ctlottery.org/bids-open.htm](http://www.ctlottery.org/bids-open.htm). It is the Vendors responsibility to retrieve question responses and/or Addenda issued from one of these sources. Vendors will be sent a complete list of all questions and answers, but the origin of the questions will not be identified.

## **QUALIFICATIONS OF THE VENDOR**

The Lottery may make any investigations as deemed proper and necessary to determine the ability of the Vendor in providing the goods specified herein. Such investigations may include but not be limited to financial stability of the company submitting a Bid or Proposal, financial and criminal background investigations on those individuals who, in the Lottery's sole determination, are key employees directly involved in the fulfillment of this contract

## Part III - Special Terms and Conditions

### BACKGROUND INFORMATION

The Connecticut Lottery Corporation (hereinafter “the Lottery” or “the CLC”) is a quasi-public agency with the sole purpose of generating revenues for the State of Connecticut’s General Fund. For Fiscal 2007, the Lottery generated gross annual sales of approximately \$957 million and \$279 million in transfers to the State. In addition to a variety of on-line games, the CLC currently offers numerous instant “scratch” games through a retailer network base consisting of approximately 2,700 terminals. The instant game “scratch” tickets are currently stored at a warehouse facility in Newington, Connecticut then transferred, packed and distributed to the retailers from the CLC headquarters and warehouse currently located in New Britain, CT. The Lottery has contracted for a larger facility located at 777 Brook Street in Rocky Hill, Connecticut where it will consolidate warehouse and distribution functions. The anticipated move date is late March 2008, however, the Lottery is cognizant that some materials may be delayed beyond that date. This solicitation encompasses the systematic relocation of existing equipment in addition to the purchase and installation of pallet racks and wire caging to supplement existing equipment. The vendor’s ability to begin work within days of contract award may be a factor in the selection process.

This solicitation is similar in scope to Invitation to Bid #CLC200727 which was not awarded due to seismic requirement issues presented during that bidding process. As a result, the Lottery’s pallet rack weight requirements were thoroughly re-evaluated and revised. Additionally, the manufacturer of equipment currently in use and slated to be moved to the new facility, Penco Products, was consulted regarding compliance with the seismic requirements prescribed for Seismic Region 2A in Rocky Hill, Connecticut. Based on this research the Lottery understands that

1. New equipment specified in this solicitation for the stated application will meet or surpass seismic requirements and certification review by a licensed engineer.
2. Existing equipment will meet or surpass seismic requirements for certification review by a licensed engineer. The manufacturer is willing to contract for these engineering services and provide documentation to the successful bidder.

### SCOPE

These specifications, along with its terms and conditions as stated, accompanying prints, parts lists, etc. are offered to assist bidders in the development of quotations for the relocation of the Connecticut Lottery pallet racks and records racks located 85 Alumni Road, Newington, CT 06111 to 777 Brook Street, Rocky Hill, CT 06067 and for relocation of pallet racks accessories and equipment located at 270 John Downey Drive, New Britain, CT 06051 to 777 Brook Street facility.

- A. The existing Penco pallet racks, Penco records racks, and PortaFab modular panels will be disassembled, moved, reconfigured and supplemented with new product in the Rocky Hill facility. The Wireway/Husky wire panels and Hartford Wire Works wire panels will be all new product to match existing with installation included. Quotations must clearly show that the products specified will match the existing modular and wire panels, and will meet or exceed the minimum criteria as set forth in this specification. The Lottery will coordinate the final sequence of the equipment move and installation with the successful vendor.
- B. Prospective bidders are solicited for a lump sum, firm, fixed net price quotation to disassemble, move, supply, ship, and install, in a turn-key operation, the industrial equipment including the pallet and records racks, the wire and modular panels, three (3) existing security cabinets, and provide licensed engineer’s seismic certification for both new and existing equipment to be moved as outlined in these specifications.
- C. Bidders are also asked to furnish a purchase price, effective for one year, for add-on orders to the initial installation for each product.
- D. Bidder’s quoted prices are to be valid for 180 days from date of quotation.

## **DEFINITIONS**

A. Bidder

A private entity or corporation quoting on and meeting the entire specification as presented in this solicitation, and assuming full responsibility for the assurances, guarantees, and warranty as set forth herein.

B. Manufacturer

The original equipment manufacturer of the product line quoted by the Bidder. The manufacturer must agree to honor the warranty referenced in these specifications.

C. Customer

The Connecticut Lottery Corporation (also referred to as the Lottery or the CLC), specifically, those representatives of the Connecticut Lottery Corporation, who have authority to accept and sign for the goods and services provided.

D. Space Planner

A private entity under contract to the Lottery to provide space planning, equipment specifications and related consulting services.

## **Related Documents**

All bidders must bid to the floor plans and specifications provided. The accompanying floor plans and illustrations, attached hereto as Attachments A, B, C, D and E, are supplied to assist bidders in the development of their quotation, and/or for discussion purposes. No representation is made as to the accuracy of the drawings and the successful bidder shall ensure that all site measurements will be verified for exactness and for compatibility with their quoted product prior to placement of order. The Lottery will coordinate the final sequence of the equipment move and installation with the successful vendor.

## **SUBMITTALS**

- A. All Bidders are to submit product literature with the specified product clearly marked. Bidders shall also submit a detailed parts list of all components of the systems, and a price list with the components parts highlighted, if available.
- B. Bidders are requested to use the bid proposal forms provided with the bid package.
- C. Bidders' quotations that include changes, modifications, or deviations to a line item because of product variations must be accompanied by an explanation and sample layout on an attached sheet.
- D. Bidders are required to submit a detailed specification from the manufacturers on product construction including gauge of steel used, method of attachment, construction of doors, and type of locks provided
- E. Any special pieces must be accompanied by a complete description including method of construction, materials used, and relationship of fabricator to manufacturer. A sample of the proposed special piece may be requested prior to the award of the bid.
- F. All bidders are required to submit a list of a minimum of three (3) completed installations of similar size and scope of the specified products that could be visited if requested.
- G. Failure to meet the requirements of items A-F may result in rejection of the bid.
- H. The successful Bidder will submit to the Purchasing Officer and the Space Planner for approval, factory generated shop drawings to scale, of the products quoted, fitted to the floor layout within one week of receipt of Purchase Order. The drawings shall be produced using AutoCAD software and files shall be made available to other professionals for facilities management purposes.

- F. The successful Bidder is required to submit a project schedule with a start date, finish date, description of work to be done each day, and personnel count.
- J. The successful Bidder will submit maintenance instructions for installed product including methods and frequency recommended for maintaining optimum conditions under anticipated use.
- K. This project is subject to State of Connecticut Department of Labor prevailing wage laws in effect for the Town of Rocky Hill.

## **QUALITY ASSURANCE**

### A. Single Source Responsibility

A single vendor shall provide all specified products and services. No portion of the work shall be subcontracted to any firm, other than those reflected in the Vendor's proposal, without prior consent of the Lottery. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish the Lottery the names, qualifications and experience of their proposed subcontractor(s). The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. By submitting a Bid in response to this solicitation the Vendor agrees that it is as fully responsible to the Lottery for the acts and omissions of its subcontractors and of persons whether directly or indirectly employed by the subcontractor(s), as he or she is for acts and omissions of persons directly employed by the Vendor.

### B. Product Verification

All model numbers shown on quotation must match numbers on product shipped. Any changes or improvements resulting in part number changes must be explained in writing and verified by the Space Planner.

### C. Site Survey

On site dimensional verifications shall be the responsibility of the successful Bidder. Any modifications necessary must be reviewed by the Space Planner and approved by the CT Lottery Project Manager.

### D. Service Parts Availability

A service parts and product program guaranteeing the availability of provided items for ten (10) years shall be supplied in writing.

### E. Warranty

1. The manufacturer shall furnish a written warranty against defects in manufacturing, materials for a period of one year, and workmanship for a period of one (1) year for all products. All labor, material, and shipping shall be included at no additional cost to the Lottery during this time period. Any exceptions to this requirement shall be explained in writing and included with the bid submittal.
2. Response to service calls shall be within 48 hours, 5 days per week, Monday through Friday, excluding state holidays.
3. All special pieces must have the same one-year warranty as standard products.

### F. New Product

All products must be newly manufactured for this project. No refurbished or remanufactured pallet racks, records racks, modular walls, corner bumper guards, end guards or wire partitions shall be allowed.

# PART IV - PRODUCTS

## PALLET RACKS and CORNER GUARDS

1. Pallet racks shall be **Penco** Product to match existing. No substitutions shall be accepted.
2. New pallet racks shall be installed in Rows Q, R, S, T, U, and V. Existing pallet racks shall be installed in Rows A through S, according to the new Warehouse layout, drawing Attachment A. There shall be 51 units relocated from 270 John Downey Drive, New Britain, CT; and 86 from 85 Alumni Road, Newington, CT. The existing layouts for the racks to be relocated are shown on Attachments B and C. **The Lottery reserves the right to revise the installation schedule sequence for the above Rows upon consultation with the successful vendor and Space Planner.**
3. The new units shall meet all of the specifications to follow. There shall be twenty-eight (28) new units with 108" beams and three (3) units with 72" beams.
4. Additional frames shall be included in the parts list for units that will be separated from a common upright.
5. Additional uprights and beams shall be included in the parts list to replace existing damaged product.
6. Pallet Rack Frames: Rack upright frames shall be **Penco** Product or approved equal load carrying range "G" type frame. The depth shall be 36" and the height shall be 168"; the finish shall be color gray, non-toxic, lead free, baked enamel. Beam height adjustments shall be spaced on 3" vertical centers or approved alternate measurement on both sides of the frame.
7. Each frame shall be securely lagged to the floor with at least one lag attached to each post. A welded base plate shall be attached to each column. Base plate holes shall be located to the interior of the frame if possible to reduce the possibility of interfering with forklift tires. The shortest section end unit of each row shall be installed abutting the building wall.
8. Each frame shall allow for the use of beams with bolt-less connections and shall be welded unit construction. No holes shall be through the corner material of each frame section.
9. Where indicated on the rack layout drawing Exhibit A, back to back frames shall be equipped with rigid row spacers sized according to building conditions. Existing 10" and 12" spacers shall be reused and new 18" spacers shall be provided for rows C, D, Q, and R to clear building support columns. Rigid row spacers shall be installed at top and bottom on no less than every third frame to eliminate movement.
10. **Frames shall have 5,000 pounds capacity per level (change from previously issued bid # 200727).**
11. All frames shall be installed level and square.
12. Access aisles shall be variable widths as indicated on racking layout Exhibit A in order to accommodate structural support columns.
13. Pallet Rack Load Beams
  - New beams shall be Type Y in 108" and 72" lengths.
  - Beams shall include welded end connectors.
  - Beam connectors shall allow a bolt-less connection to the frame uprights with 3" vertical adjustment ability.
  - End connectors shall include a safety lock that can be engaged without tools.
  - Each level shall require two beams. **Each upright frame shall have two levels of beams; see Attachment D for beam height placement illustration.**
  - Beams shall have a step height of 1 5/8" to accept accessories.
  - Beams shall be painted with non-toxic, lead free paint in 710 Safety Yellow to match existing.

14. Frame protectors, (corner guards) 18”H, shall be installed and securely lagged to the floor at all corners along aisles on rack layout drawing Attachment A. Please note that this includes protection of existing racking in addition to new racking.
15. All racking shall meet OSHA and local fire code safety standards as required.
16. **Delivery shall be F.O.B. Destination to 777 Brook Street, Rocky Hill, CT 06067. All equipment shall be installed per the specifications contained herein.**
17. The Successful Vendor shall provide calculations and stamped drawings prior to scheduling of installation; a professional engineer licensed in the State of Connecticut shall provide this service.
18. Corner guards shall be moved from Alumni Rd. and John Downey Drive where available. New corner guards shall be supplied where needed.

### **WIREWAY RACK END GUARDS**

1. Pallet rack end guards, with diamond weave crimped wire into vertical and horizontal welded frames and a minimum 10-gauge wire shall be provided for all row ends along aisles.
2. Existing pallet rack end guards to be reused and Vendor shall supply additional end guards as needed in the specification..
3. Install offset two to four inches from pallet rack upright frames on aisle ends only.
4. Install four inches from surface of concrete floor to facilitate floor maintenance.
5. Color shall be yellow to match existing.

### **RECORDS RACKS**

9. Records racks shall be **Penco** Wide Span Shelving to match existing. No substitutions shall be accepted.
10. New Records racks shall be installed in Row C adjacent to the Mail Receiving Room as shown on Exhibit A. Existing records racks shall be installed in Rows A and B with units separated to meet dimensional requirements. There shall be eleven (11) double-sided units relocated from 85 Alumni Drive in Newington, CT. The existing layout for the racks to be relocated is shown on Attachment C.
11. The new units shall match the racks ordered previously and shall meet all of the specifications to follow. There shall be eleven (11) new single-sided units with upright frames 192”H and 42”D, seven (7) pairs of Standard Plywood Beams 96 1/2”W and 42”D per unit, with a capacity of 1,350 lbs. per pair.
12. New wire decking by others (not a Penco product) shall be supplied and installed on existing and new records racks to improve effectiveness of overhead sprinklers. Two wire deck sections shall be supplied per shelf totaling fourteen (14) wire decks per unit.
13. Wire decking shall be galvanized steel with rust and corrosion resistant finish. Wire decking shall have a waterfall design to overlap front and back of beam. Wire decking shall be provided with channel supports to raise up decking for a secure fit.
14. Wire decking sections shall hold 700 lbs. Each shelf with two (2) wire deck sections shall have a 1,400 lb. load capacity.
15. Existing row spacers shall be reused for Rows A and B.
16. New 4” Rigid wall brackets, two (2) per upright, shall be provided for Row C.



## **WIRE PARTITIONS**

1. Wire partitions shall be Wireway/Husky Standard Bolted Model #1182, 10' high, **or equal**.
2. Vertical frame members shall be 1 ¼" x 5/8" x 14 gauge "C" channels with uniformly spaced wire holes and 5/16" x 7/8" bolt holes randomly spaced for bolting panels together.
3. Horizontal frame members shall be 1" x 5/8" x 14-gauge channel with uniformly spaced wire holes. 5/16" x 7/8" bolt holes are to be provided for bolting top cap to tops of panels or for stacking panels where extra height is required.
4. Vertical and horizontal members shall have mortise and tenon connections at corners.
5. Horizontal reinforcement bars shall match existing in construction and height from floor level, approximately 42", and shall be two 1" x 3/8" gauge channels riveted together.
6. Wire mesh shall be 10-gauge triple crimped wire woven into a 1 ½" diamond pattern, securely clinched into vertical and horizontal frames.
7. Top capping channel shall be 1 ½" x 5/8" x 14 gauge with holes for bolting to top horizontal bar of panel. Splice plates to be furnished and installed at joints for added strength.
8. Corner posts shall be furnished as needed and fabricated from 1 ¼" x 1 ¼" x 12-gauge cold rolled steel angles. 90 degree corner splice plates to be furnished and installed for added strength.
9. Panel bracing shall be provided by use of intermediate stiffener posts at 10' intervals. Stiffeners shall be 3 ½" x 1 ¼" x 12-gauge "C" channels welded to a 4" x 9" x ¼" plate with four holes for anchoring to floor. Stiffener posts shall have bolt holes which match adjacent panels.
10. Floor sockets shall be provided for all vertical panel connections where panel stiffeners are not used. These shall be made of die cast material, not less than 2" in height and have two (2) holes for anchoring to floor.
11. Sliding doors shall be constructed of similar materials to match panels. Door frames shall be covered with rolled steel bars. Sliding door shall have two four wheel adjustable hangers traveling in an enclosed overhead track.
12. Bronze cylinder lock shall be provided for new doors and shall be operated by a key on the outside and a recessed knob on the inside.
13. Finish shall be high gloss machinery enamel painted gray.

## **PORTAFAB MODULAR PANEL SYSTEM**

1. PortaFab OmniFlex 300 Modular panel system on original order #147125 shall be disassembled, moved, and reassembled according to the new layout shown on Attachment A. The new layout does not require additional panels and the following specifications shall be provided in the event that additional product is needed because of layout changes or damage during the moving process.
2. Product shall be 3.25" thick by 8' high modular wall system, non-load bearing, completely demountable, non-progressive, as indicated on the drawings, including all installation attachments
3. Panels shall include solid vinyl hardboard panels and window panels with glazing
4. Glazing shall be ¼" tempered glass, 2' wide in 3'-6" panel and 4' wide in 4' panels to utilize standard product.
5. Finishes for paint and vinyl hardboard shall be gray to match existing.

## PART V - EXECUTION

### SCHEDULING

- A. Anticipated shipment date of new parts after receipt of purchase order must be clearly stated with installation to begin shortly thereafter. The Lottery anticipates moving to the Rocky hill Facility in late March 2008 and is cognizant of the fact that new pallet racks will not be available for the initial move-in date..
- B. The following preliminary list of tasks has been developed to assist bidders in developing an estimated time frame for scheduling the project tasks to begin on March 17, 2008 and continue each weekday until all tasks have been completed. The Lottery will work closely with the successful vendor to revise the daily task schedule if necessary to accomplish mutual goals.
  1. Pallets of materials at Alumni Rd. shall be moved by others to 777 Brook Street (hereinafter referred to as Brook St.) and placed in an orderly fashion on the warehouse floor during the week of March 17 – 20, 2008. The successful bidder can begin disassembling empty existing pallet racks at Alumni Rd., move them to Brook Street in a coordinated effort with Lottery personnel and moving contractor and reinstall racks where indicated by the Space Planner. The rack installation methods must be inspected by Town officials before pallets can be placed on the racks thereby freeing floor space for the arrival of more pallets for subsequent waves of relocation sequences.
  2. Successful bidder shall be responsible for moving existing pallet racks, PortaFab modular walls, guard rail, and three existing wire security cabinets.
  3. Contents of Records racks from Alumni Road shall be moved to the new facility by CLC's Moving Contractor and the successful bidder can then disassemble existing records rack, move, and install them. Moving contractors shall reload the shelves. It is anticipated that the records racks can be moved beginning the week of March 31, 2008
  4. New wire partitions for security purposes will be installed in the Rep Loading Area, Security Cage, Maintenance/Supply Storage Cage, Return Pack Cage, and New Games Storage Room upon receipt of the materials. Only the Security Cage will have a ceiling.
  5. Successful bidder to disassemble existing Storekeeper Office and move PortaFab OmniFlex 300 modular walls to new facility during the week of March 25, 2008. Panels and components not used shall be stored on site in designated area for future use.
  6. Successful bidder will move existing three (3) wire security cabinets, one (1) @ 7'W and two (2) @ 8'W.
  7. Successful bidder shall move and install one (1) existing 10' guard rail in area to be designated by Warehouse Manager.
  8. After the Alumni Rd facility move is substantially complete, work shall commence during the week of March 31, 2008 at John Downey Drive facility i.e. materials shall be moved by the CLC's Moving Contractor in sections, the successful vendor will disassemble pallets racks, move the components to the Brook Street facility and reassemble. Work shall continue in this fashion until all designated pallet racking is moved and reassembled.
  9. Final work will commence with assembly of new racking as it arrives from the factory.

## **DELIVERY, STORAGE AND HANDLING**

- A. Products shall be delivered to and placed in the areas of final use as indicated in the Bid Documents; or, if necessary, delivered instead to on-site storage areas as designated. Platform delivery alone will not be acceptable.
- B. Materials shall be delivered to project site in original factory wrappings and containers, clearly labeled with identification of manufacturer, brand name, product description, and code numbers. Each shipping container shall clearly indicate the Project number and purchase order number assigned by the Connecticut Lottery. Materials shall be stored in original packaging, inside well-ventilated areas protected from weather, moisture, and soiling and extreme temperatures in locations suitable to all parties. When unpacked, the Equipment Vendor shall remove all rubbish from the premises.
- C. Bidder shall coordinate with the Lottery any shipping and storage arrangements prior to delivery of materials and notify beforehand if facilities are not satisfactory for proper storage. In case the Lottery's facilities are not ready to receive the product, the manufacturer shall store the materials in his own premises for a maximum period of two (2) weeks at no extra cost. In the event of extended delays, a mutually acceptable compensation for storage and handling costs shall be negotiated.
- D. Building access, unloading and hoisting shall be during normal working hours, 8:00 AM to 4:30 P.M. prevailing time. Extended delivery hours will be allowed if prior arrangements are made with the Lottery and no additional costs are incurred. Partial shipments can be considered for acceptance if prior clearance is obtained from the Lottery.
- E. Bidder may choose to review loading dock access during the pre-bid time period to determine how product will be moved into the building. All three facilities have dock height loading areas. The Rocky Hill facility (destination) will have both dock height loading areas (four doors) and two (2) at-grade loading areas with roll up vehicle access doors suitable for forklifts.
- F. Scheduling of deliveries shall be done with the Connecticut Lottery Purchasing Officer.
- G. Non-adherence to delivery schedule causing postponement of other Vendors' unloading time may result in detention charges.
- H. Fork lifts are to be provided by the Vendor and operated by the Vendor's personnel. By submitting their Bid, the Vendor warrants that their installers are licensed and trained to the fullest extent required by law and OSHA standards and requirements.

## **SITE PREPARATION**

Prior to installation, the contractor shall ascertain that the floor(s) is (are) clean and clear of work products, miscellaneous supplies, and equipment and that the Connecticut Lottery is ready to accept delivery, and begin the reconfiguration.

## **INSTALLATION**

- A. Installation shall be included in the Bidder's quotation.
- B. All products shall be assembled, complete with internal connections, where indicated, in accordance with the recommendations of the manufacturers.
- C. All materials shall be leveled, fitted, secured and anchored, ready for use or for final external connections to the equipment by others where indicated in the documents.

- D. Successful Bidder shall clean any and all resultant debris generated as a result of the racking and equipment installation.
- E. Successful Bidder shall be solely responsible for the work of installation and warranties associated with it. Subcontracting of the work of installation shall be subject to customer approval.
- F. Successful Bidder assumes full responsibility of all costs associated with the work of installation including transportation, erection, assembly, miscellaneous parts, hardware, tools, etc.
- G. Successful Bidder shall warranty against defects, material, and workmanship of the original installation for a period of one (1) year.
- H. If weekend or overtime labor is required to meet the schedule or to prevent unsafe working conditions, the Lottery will make every effort to arrive at a mutually acceptable schedule. The cost for such overtime will be at the Lottery's expense subject to pre-approval by the Project Coordinator and Lottery management.

**INSURANCE and PERFORMANCE BOND**

By signing and submitting a proposal under this solicitation, the Vendor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Connecticut law.

The Vendor further certifies that they and any subcontractors will maintain the specified insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Connecticut. The successful Vendor will be required to provide a certificate of insurance prior to the initial commencement of work.

Worker's Compensation – Statutory requirements and benefits.

Employers Liability - \$100,000

Commercial General Liability - \$500,000 combined single limit. The Connecticut Lottery Corporation is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

Automobile Liability - \$500,000

The successful bidder is responsible for fire and theft insurance on the product until acceptance by the Lottery, within one week of completion of installation.

**PERFORMANCE BOND**

When named the Successful Vendor and prior to Contract execution, the CLC will require a Performance Bond in the amount equal to the Bid Price. A company authorized to conduct business in the state of Connecticut must execute the bond. The bond shall be maintained in full force for the life of the Contract. An irrevocable letter of credit drawn on an acceptable financial institution licensed to conduct business in the State of Connecticut may be substituted. If the Vendor defaults in the performance of its contractual obligations or if the CLC incurs damages due to the Vendor's breach of its duties, the Performance Bond may be forfeited to the CLC, in whole or in part.

**LIABILITY**

If cutting and patching should be necessary to complete the work, consent shall first be obtained from an authorized representative of the Connecticut Lottery Corporation. The Lottery wishes all Vendors to be aware that some Lottery employees are emotionally sensitive to loud, sudden noises. If a project task for any particular day may

involve the use of nail guns or other tools that produce loud, sharp sounds, please notify the Project Coordinator beforehand so that the staff may be alerted.

The Equipment Vendor shall be held responsible for any damage to exposed surfaces of the building, such as floors ceilings and walls, and also for damage to real and personal property within and adjacent to the building; and also grounds, shrubs, walks, driveways, and motor vehicles.

Any such damage, resulting from the operations of the Equipment Vendor or his agent in completing the work required, shall be the responsibility of the Equipment Vendor. Restoration shall be made to the full satisfaction of the Lottery, without additional cost to the Lottery.

### **PERFORMANCE**

- A. All work shall be performed and materials provided in strict accordance with the recommendations of the manufacturers' standard, good practices, the Connecticut Basic Building Code (B.O.C.A.1984 Edition with Supplements) as required by Statute 29-252, Chapter 541 of April 15,1987 and the 1985 N.F.P.A. 101 Life Safety Code as required by Statute 29-292, April 15,1987.
- B. After completion of anchoring and installation, cleaning of work area and completion of any installation and closing connections by others where required, all items, equipment and work shall be completely examined, tested and checked by the Equipment Vendor for proper adjustment, fit, and functioning, to insure satisfactory performance.

### **ACCEPTANCE PERIOD**

- A. Bidder assumes full responsibility for care of customer's equipment until such a time that it is installed and accepted by customer, at which time responsibility transfers to customer. Acceptance will occur within one week of installation date. Bidder is responsible for any damage caused to customer's premises by bidder's Vendor in the course of the installation as contracted.
- B. Final inspection shall take place within one week after correction of punch list items. Successful bidder shall accompany designated representatives of the Lottery and, if necessary, complete the installation in accordance with the Contract Documents.

### **INFORMALITIES**

Failure to furnish all information requested or to follow the format requested in this ITB may disqualify the bid. The Lottery, in its sole discretion, may waive informalities and nonmaterial deviations in the bid. Any waiver of informalities or nonmaterial deviations shall not modify the original ITB or relieve the Vendor from full compliance with the contract requirements, if awarded.

### **AWARD**

The Purchasing Officer will make recommendation for the award on a "Grand Total" and delivery installation date basis to the lowest responsible and responsive Bidder. Upon approval of the CLC President and CEO, the name of the successful vendor will be released on or before January 14, 2008 to all vendors submitting proposals. The CLC reserves the right to conduct any test it may deem advisable and to make all evaluations. The Lottery also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the CLC to be in its best interest.

### **REQUIRED DOCUMENTS**

This checklist is provided to assist Vendors in submitting a responsive Bid and may not be inclusive of all solicitation requirements. Vendors are expected to carefully read the entire solicitation. Vendors should verify that the following issues have been addressed prior to submission of their Bid:

EXHIBIT A, *Vendor Information Form*, signed by an official authorized to bind the Vendor is included as the top page of Bid.

EXHIBIT B, *Pricing Schedule*, is completed and included as page two of the Vendor's Bid.

EXHIBIT C, *Vendor's Affidavit*, is completed, signed, and included as page three of the Vendor's Bid.

EXHIBIT D, *Consulting Affidavit*, is completed, signed and included as page four of the Vendor's bid.

Provide one original and three (3) copies of the above documents.

Include product literature, specifications, and item numbers of the proposed product.

Include documentation of warranty coverage.

Submit all copies of the Bid and signed Addenda, if any, to the attention of the Purchasing Officer no later than January 11, 2008, in a *sealed* envelope clearly identified with the Bid title and Bid number (see page one of this solicitation).

## EXHIBIT A – Vendor Information Form

**IMPORTANT: ALL parts of this form must be completed, signed and returned by the Vendor.**

Vendor Legal Business Name	Taxpayer ID/FEIN #
Business Name, Trade Name, Doing Business As Name (if different from above)	
Business Entity:    Corporation ___    LLC Corporation ___    LLC Partnership ___    LLC Single Member Entity ___ Non-Profit ___    Partnership ___    Individual/Sole Proprietor ___	
NOTES:    If your business is a Corporation, in which State are you Incorporated? _____ If individual/sole proprietor, individual's name (as owner) must appear in the legal business name block above. If your business is a Partnership, you must attach the names and titles of all partners to your bid submission.	
Vendor Address	
City	State
Zip Code	
Business Telephone	Business Fax
Contact Person	Telephone
Fax	
E-Mail Address:	
Remittance Address if different from above	
Remittance City	State
Zip Code	
SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED VENDOR	Date Executed
<b>SIGN HERE</b>	
Type or Print Name of Authorized Person	Title of Authorized Person
Is Your Business CURRENTLY a DAS Certified Small or Minority Business Enterprise? Yes ___ Attach Copy of Certificate    No ___	

# EXHIBIT B - Proposal Pricing

Bid Number: CLC200802

Date:

Company:

Address:

State/Province:

Zip/Postal code:

Phone:

Fax:



Connecticut Lottery Corporation  
 270 John Downey Drive  
 New Britain, CT 06051  
 Phone: 860-348-4123  
 Fax: 860-348-4071  
 www.ctlottery.org

Moving and reconfiguration of existing products and assembly of new products to be included in installation cost.

Item	Description	Hardware Cost	Labor Cost	Total Price
	New Penco pallet racks with end guards			
	New Penco records racks with wire decking			
	New Wireway/Husky standard bolted wire partitions			
	Installation including reconfiguration and moving			
	Add-on Penco records racks and accessories			
	Add-on Wireway/Husky - cost per lineal foot			
	Add-on cost - hourly installation			
	Estimated delivery after receipt of purchase order	# Weeks		\$0.00
	Estimated time from start to finish of installation	# Weeks		\$0.00
	PortaFab Omni Flex 300 panel WARRANTY	# Years		\$0.00
	Wireway/Husky Standard bolted partitions WARRANTY	# Years		\$0.00
	Hartford Wire Works Wire partition Model 300 WARRANTY	# Years		\$0.00
	Add-on Penco pallet rack upright	One		\$0.00
	Penco pallet rack cross beam 96"	One		\$0.00
Comments:	<input type="text"/>	<b>Sub-total</b>		<b>\$0.00</b>
		<b>Grand Total</b>		<b>\$0.00</b>

Authorized By:



**EXHIBIT C - Vendor's Affidavit**

I hereby certify that I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_

Please Print

whose address is \_\_\_\_\_ and that neither  
Address City, State, Zip

I nor, to the best of my knowledge, information and belief, the above firm or any of its other representatives I herein represent have:

- a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of this Bid being submitted herewith; or,
- b) In any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid price of the Vendor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which this Bid is submitted.

In signing this Affidavit, the Vendor agrees to all terms and conditions of this Invitation to Bid and affirms that all information contained in the Bid is true and accurately portrays all aspects of the proposed services. The Vendor is aware that any substantive misinformation or misrepresentation may disqualify the Bid from further consideration by the Connecticut Lottery Corporation.

Authorized Signature: \_\_\_\_\_

Signatory's Name: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

Commission Expiration Date (Seal)

FORM 5

**EXHIBIT D - Consulting Agreement Affidavit  
Connecticut Lottery Corporation**

*Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Conn. Gen.Stat.§4a-81.*

*This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include 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. Pursuant to Conn. Gen. Stat. §4a-81, "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, 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 general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.*

I, \_\_\_\_\_, an official of \_\_\_\_\_ (name of firm), hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

*If yes, provide the following information about the former state employee or public official:*

- Former Agency:
- Date Such Employment Terminated:

**Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract**

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

\_\_\_\_\_  
Signature Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

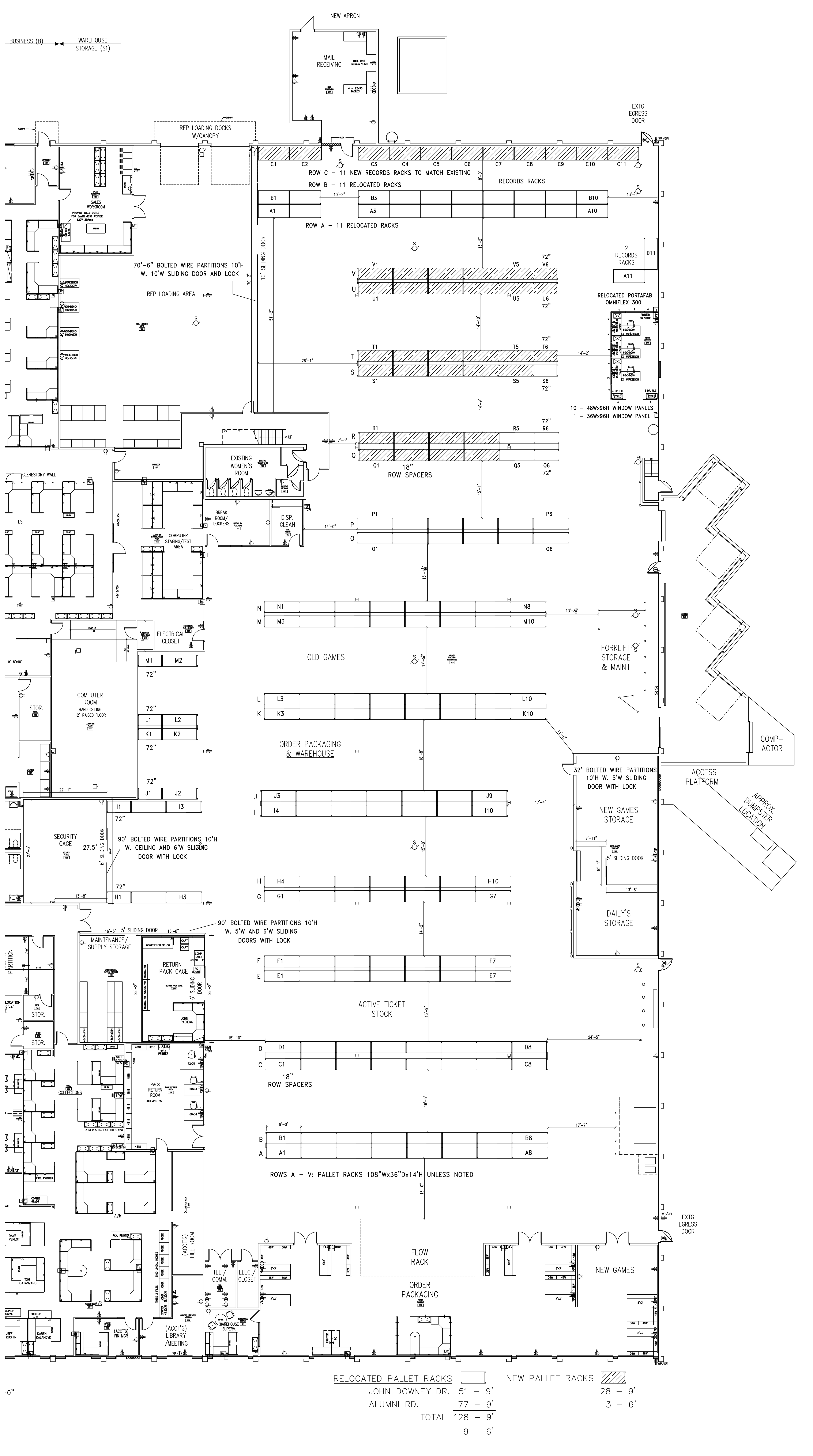
\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

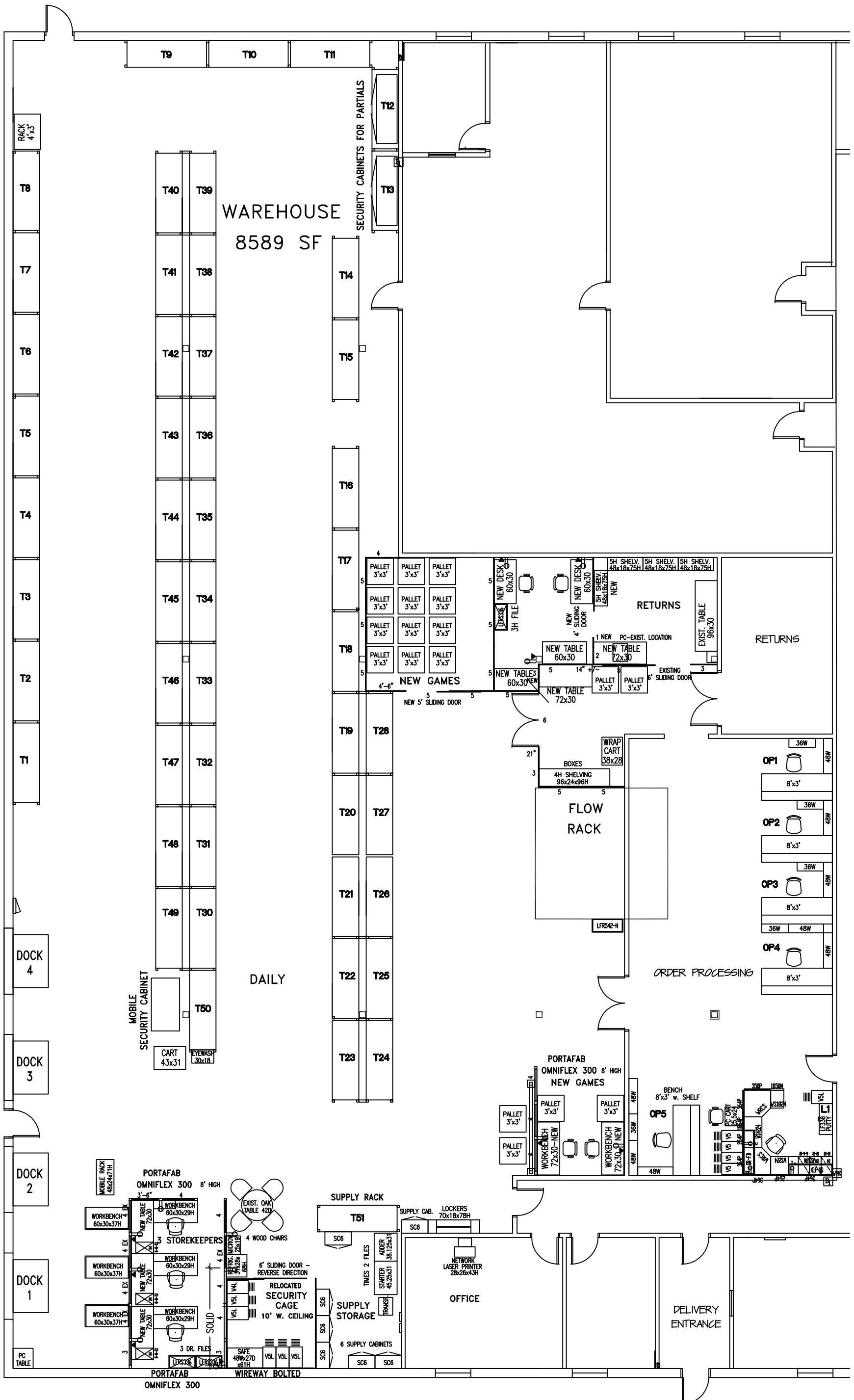
**BIDDER'S CHECKLIST**

**It is suggested that you review and check off each action as you complete it.**

1.  **Read the entire document.** Note critical items such as mandatory requirements, required services, date to submit, number of copies required, terms and conditions of the Contract.
2.  **Note the procurement officer's name, address, phone numbers and email address.** This is the only person who is allowed to communicate with Vendors regarding this solicitation.
3.  **Attend the pre-proposal conference, if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the CLC of any ambiguities, inconsistencies or errors in the solicitation.
4.  **Take advantage of the Question and Answer period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal addenda issued for the solicitation. All addenda issued for a solicitation are posted on the CLC website and will be distributed to vendors registered to receive bid opportunity notices via the State of Connecticut, Department of Administrative Services Procurement Portal.. Addenda will include all questions asked and answers provided for this solicitation.
5.  **Follow the format required in the solicitation when preparing your response.** Provide point-by-point responses to all sections in a clear and concise manner.
6.  **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don't assume the CLC or the Evaluation Committee will know what your capabilities are or what services you can provide even if you have previously contracted with the CLC. The proposals are evaluated based solely on the information and materials provided in your response.
7.  **Use the forms provided** (ie. cover page, pricing form, release forms, affidavit, etc.)
8.  **Check the CLC's website for RFP addenda.** Before submitting your proposal, check the CLC's website at [www.ctlottery.org](http://www.ctlottery.org) or the State of Connecticut, Department of Administrative Services Procurement Portal to see whether any addenda were issued for the solicitation.
9.  **Review and read the solicitation document more than once to make sure that you have addressed all requirements.** Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee and will be used to score your response.
10.  **Submit your original response and FIVE exact duplicate copies of your response no later than the date and time specified.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.

This checklist is provided for assistance only and should not be submitted with the Vendor's Proposal.





**Linda Fredrickson Design**  
*Interior Designer - Space Planner*  
 9 Bob White Way  
 Westogue, CT 06089  
 Phone 860-851-3150  
 Fax 860-851-7888

DRAWN BY: L.F. APPROVED BY: \_\_\_\_\_

12-18-07 SCALE: 3/32" = 1'-0"

REV.

PROJECT:

**EXISTING LAYOUT**

**CONNECTICUT LOTTERY WAREHOUSE**

270 JOHN DOWNEY DRIVE  
 NEW BRITAIN, CT 06051

GENERAL NOTES:

All critical dimensions are to be verified by Contractor in field.

CONFIDENTIAL PROPRIETARY INFORMATION

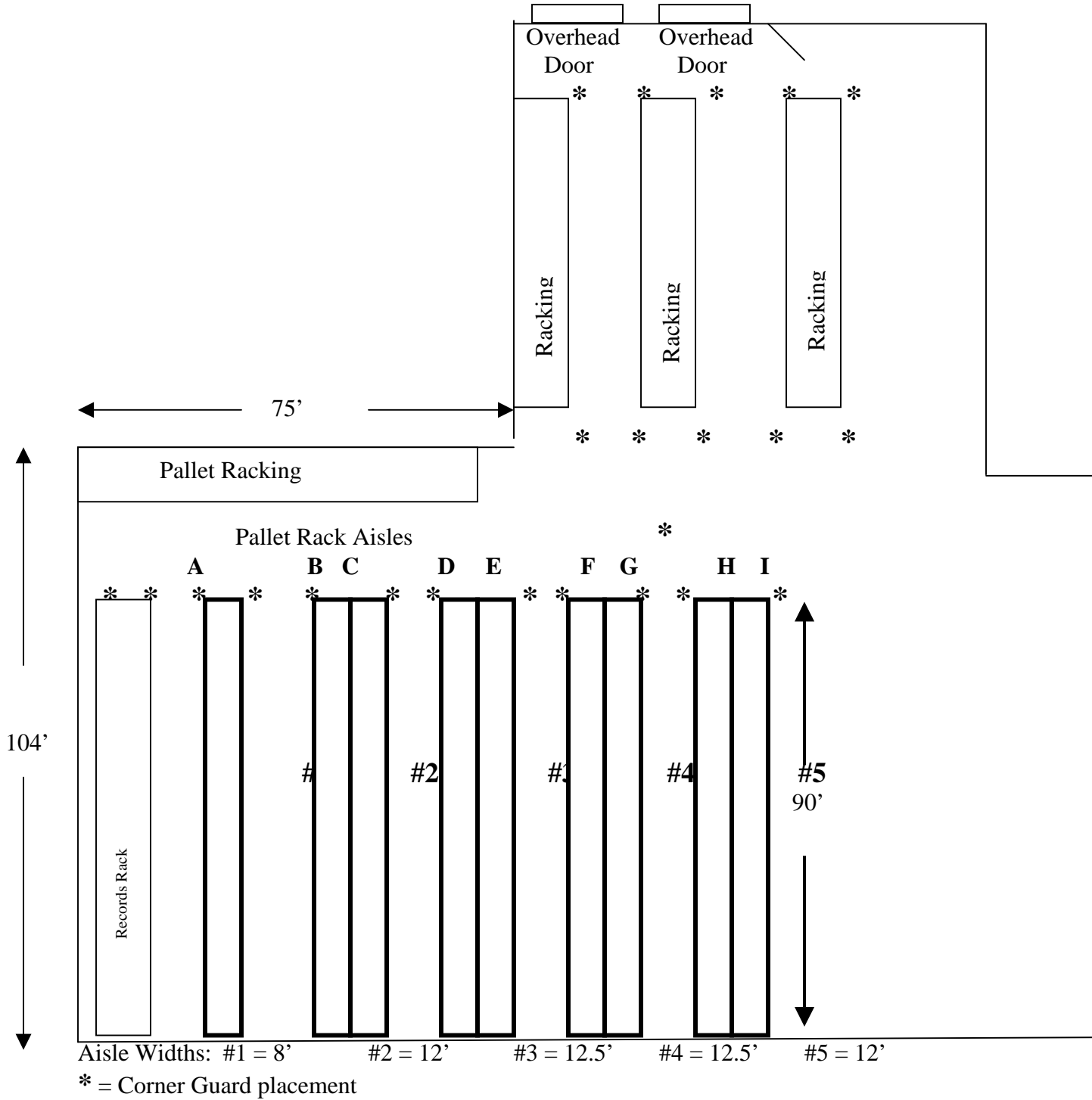
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SHEET NO.:

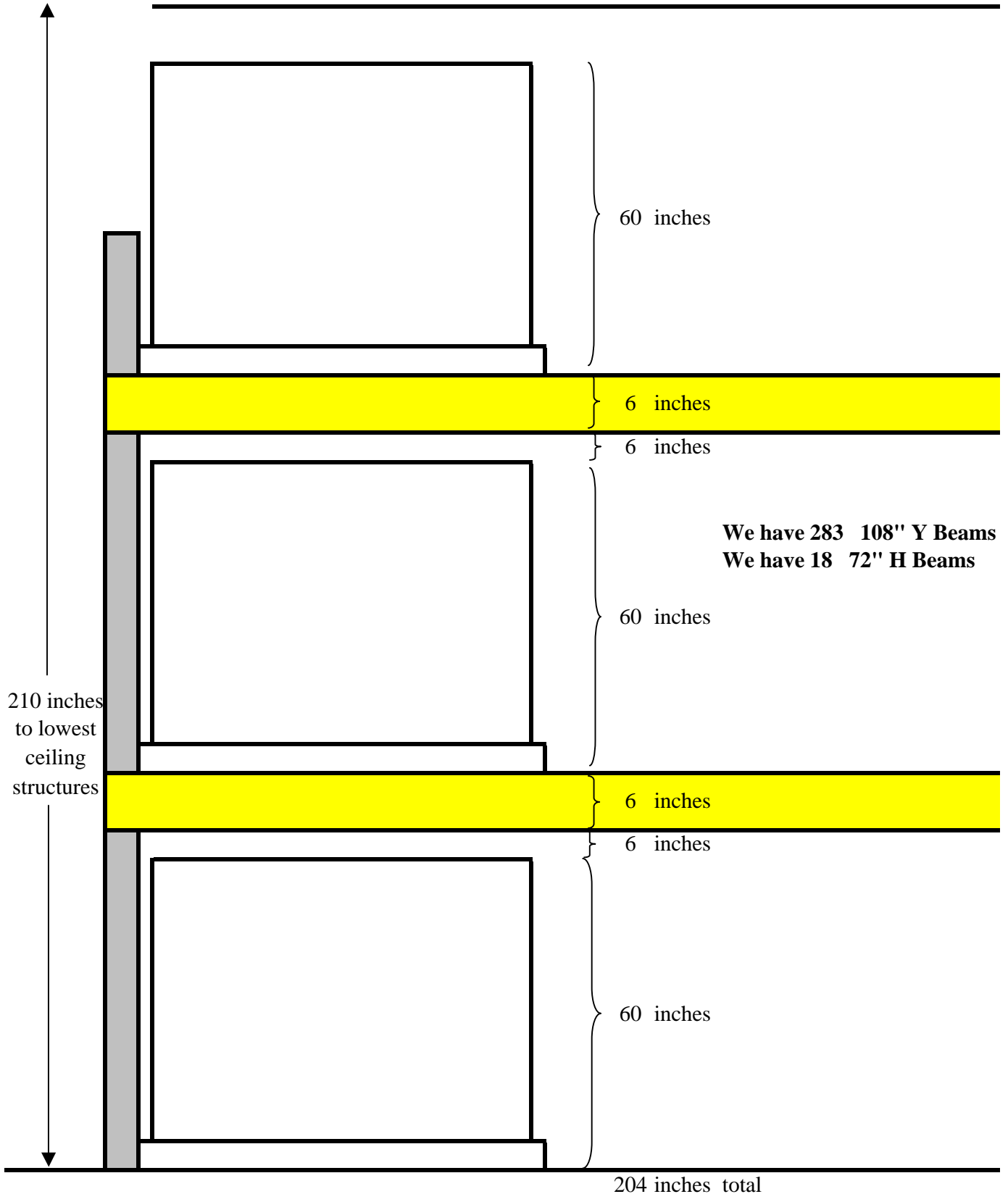
**EX1**

DATE:

**Attachment C**  
**Connecticut Lottery Corporation**  
**Invitation to Bid CLC200802**  
**Existing Pallet Racking System - Alumni Road Warehouse**



ATTACHMENT D - Beam Placement Illustration  
 CONNECTICUT LOTTERY CORPORATION  
 Pallet Racking Diagram  
 (Not to Scale)



We have 68 168" G Uprights  
 We have 99 168" P Uprights

ATTACHMENT E

Connecticut Lottery Corporation

Warehouse Relocation

12/28/2007

Connecticut Lottery Corporation																	
Warehouse Relocation Bid # CLC200727																	
ITEM	A/B	C/D	E/F	G/H	I/J	K/L	M/N	O/P	Q/R	S/T	U/V	New	EX-JD	EX-Alum	Total	Replace	Order*
<b>PALLET RACKS</b>																	
G Upright Frames 168"H	18	18	16	20	22	24	21	14	14	14	14	195	59	108	28	21	49
Y Beams-72"pair				2	4	4	2		4	4	4	24		18	6		6
Y Beams-108"pair	32	32	28	32	34	36	34	24	20	20	20	312	107	176	29		29
Row Spacer 10"	8		8	8			8					32	32		0		0
Row Spacer 12"					12	12		6		6	6	42		91	-49		0
Row Spacer 18"		8							6			14			14		14
12" Rigid Wall Bracket 5AR412							4					4			4		4
Frame Protector 5AF018	4	4	4	6	6	6	6	4	4	4	4	52	7	13	32		32
End Guards3'Wx4'H				1	2		1	4		4	4	16	11	2	3		3
End Guards3'Wx5'H				2	4		2	8		8	8	32	22	4	6		6
End Guards 6.75'Wx4'H	2											2	2		0		0
End Guards 6.75'Wx5'H	4											4	4		0		0
End Guards7'Wx4'H			2	2	2	3	2					11		5	6		6
End Guards7'Wx5'H			4	4	4	6	4					22		10	12		12
End Guards 7.75'Wx4'H		2							2			4			4		4
End Guards 7.75'Wx5'H		4							4			8			8		8
End Guard 9'Wx5'H													3		-3		0
<b>RECORDS RACKS</b>																	
24004C Upright Frames 192"H x 42"D	A/B	C															
	28	13										41		24	17	3	20
20335 Standard Plywood Beams 1/2"W- pair	96																
	154	77										231		154	77	1	78
Rigid Row Spacers	24											24		24	0		0
5AR404 Rigid Wall Brackets 4"D		26										26			26		26
Wire Decking (2 per shelf)	308	154										462			462		462
* Successful Bidder to field verify all sizes and quantities before placing order.																	