

REQUEST FOR PROPOSAL
RFP-11 Rev. 3/11
Prev. Rev. 1/10

Susanne Hawkins
Contract Specialist

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



NOTICE TO VENDORS: Logon to the DAS web page, click on **Subscribe** (in the right-hand column) and complete the form to automatically receive notification of new Bids & RFP's **via e-mail.**

<http://das.ct.gov/mp1.aspx?page=8>

DAS Procurement Services Web Page

Request for Proposal (RFP)
SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED

RFP Number: **11PSX0107** RFP Due Date & Time: **29 August 2011 at 2:00 pm Eastern Time**

DESCRIPTION: **Purchase and Rental of Refurbished Pre-Owned Systems Office Furniture, Wood, Metal Casegoods, Floor-to-Ceiling Partitions and Reupholstering, Reconditioning Refurbishment of Customer Owned Product to include cleaning and repairs.**

Special Instructions: All proposal documents need to be signed the person with corporate authorization for the company.

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

Bring hand-delivered Responses to:

DAS Procurement Services, Room 161, 165 Capitol Avenue, Hartford, CT between 1:30 and 2:00

If you hand deliver a response to DAS Procurement Services at any other time, please call (860)713-5095 for further instruction.

Vendors cannot enter state buildings without a valid photo ID and should anticipate security delays.

This contract replaces the following contract award(s) in part or in total: **06PSX0122**

SEALED RFP NO.: **11PSX0107**

RFP DUE DATE/TIME: **29 August 2011**
2:00 PM

Return Proposal To:

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

RFP

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

Responses must be time & date stamped by DAS Procurement Personnel. Receipt at the State's main mailroom does not constitute receipt by DAS Procurement.

Allow ample time for delivery as responses delivered after RFP Opening Date/Time cannot be accepted.

STATE OF CONNECTICUT
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PROCUREMENT DIVISION

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RFP NO. 11PSX0107

Read & Complete
Carefully

Page 1 of 3

Proposer Name: _____

RFP NO: 11PSX0107	RFP DUE DATE: 29 August 2011	RFP DUE TIME: 2:00 PM	RFP SURETY: \$0.00	DATE ISSUED: 22 July 2011
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DESCRIPTION: **Purchase and Rental of Refurbished Pre-Owned Systems Office Furniture, Wood, Metal Casegoods, Floor-to-Ceiling Partitions and Reupholstering, Reconditioning Reurbishment of Customer Owned Product to include cleaning and repairs.**

FOR: All Using State Agencies and Political Subdivisions	TERM OF CONTRACT Date of Award through September 30, 2016
	Agency Requisition Number(s): 11_0107

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.

Section 1 of 3 - **PROPOSER INFORMATION**

COMPLETE PROPOSER LEGAL BUSINESS NAME:		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
PRINCIPAL PLACE OF BUSINESS:		WRITE/TYPE SSN/FEIN NUMBER ABOVE	
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP (ATTACH NAMES AND TITLES OF ALL PARTNERS)			
<input type="checkbox"/> CORPORATION TYPE OF CORPORATION: -		<input type="checkbox"/> GOVERNMENT 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
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLE OF AUTHORIZED PERSON

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Page 2 of 3

Proposer Name: _____

Section 1 of 3 - PROPOSER INFORMATION (CONTINUED)
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PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address information on back of this form, if needed.				
PROPOSER E-MAIL ADDRESS			PROPOSER WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS BIDDER ADDRESS ABOVE.				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE

Notice: Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 11PSX0107, provide the Proposer Contact Information below.

PROPOSER CONTACT INFORMATION: NAME (TYPE OR PRINT)

PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Proposer Contact & Address information on back of this form, if needed.				
1ST BUSINESS PHONE:	Ext. #	HOME PHONE:		
2ND BUSINESS PHONE:	Ext. #	1 ST PAGER:		
CELLULAR:	2 ND PAGER:			
1 ST FAX NUMBER:	TOLL FREE PHONE:			
2 ND FAX NUMBER:	TELEX:			

IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? YES (ATTACH CERTIFICATE COPY TO BID) NO

IF YOU ARE A **STATE EMPLOYEE**, INDICATE YOUR POSITION,
AGENCY & AGENCY ADDRESS.

PURCHASE ORDER DISTRIBUTION:
(E-MAIL ADDRESS)

NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

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Proposer Name: _____

Section 2 of 3 - **PROPOSER DEBARMENT AND/OR SUSPENSION**

Is the proposer, any company official, or any subcontractor to the proposer, currently debarred, disqualified or suspended from proposing or contracting with the State of Connecticut, the Federal Government or any other governmental entity?

YES NO

Does the proposer, any company official, or any subcontractor to the proposer, have a debarment, disqualification or suspension proceeding pending with the State of Connecticut, the Federal Government or any other governmental entity?

YES NO

If the above signed 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://das.ct.gov/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf

Refer to "Guide to the Code of Ethics for Current or Potential State Contractors" at:

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

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Susanne Hawkins
Buyer Name
(860) 713-5064
Buyer Phone Number

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 correct inaccurate awards resulting from clerical or administrative errors.

14. Proposers have ten days after notice of award of the contract to refuse acceptance. After ten days the contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, DAS will award the contract to the next most advantageous proposer.

Contract

15. 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.

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Buyer Name
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Buyer Phone Number

Standard Request for Proposal (RFP) Terms and Conditions - Page 2 of 3

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. If 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.

16. Section 4-252 (the "Statute") of the Connecticut General Statutes 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.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is **1 July 2011**.

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

18. With regard to a State contract as defined in Section 9-612 of the Connecticut General Statutes 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

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Standard Request for Proposal (RFP) Terms and Conditions - Page 3 of 3

and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C, SEEC Form 11.

19. 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

RFP Number:
11PSX0107

Company Name Street Address City State	Contact Person	Phone Number	Date
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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.

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
--	----------

Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> 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

Printed Name (of above)

DAS

Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20__.

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.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

The Dept. of Administrative Services
Awarding State Agency

STATE OF CONNECTICUT

Certificate of Compliance with Connecticut General Statute Section 31 - 57b

RFP Number:
11PSX0107

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 _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

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)

STATE OF CONNECTICUT

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BID NO.:

11PSX0107

Susanne Hawkins
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(860)713-5064
Telephone Number

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.

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

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Contract Specialist
(860)713-5064
Telephone Number

Vendor Authorization Guidelines- Page 2 of 2

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://das.ct.gov/mp1.aspx?page=8>. Scroll down until you see the heading “**Quick Links**” on the far right side of the screen. Click on “**Vendor Information**” then “**Vendor Authorization Guidelines and Sample**”.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a 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 and the laws of _____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____, 20____.

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency

STATE OF CONNECTICUT

PROPOSER'S STATEMENT OF QUALIFICATIONS

RFP Number:
11PSX0107

Page 1 of 2

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.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____

STATE OF CONNECTICUT

PROPOSER'S STATEMENT OF QUALIFICATIONS

RFP Number:
11PSX0107

Page 2 of 2

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):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

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

(Attach additional sheets if necessary)

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.

(Attach additional sheets if necessary)

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

Purchase / Rental of Refurbished Pre-Owned Furniture and Furniture Related Services

Department of Administrative Services

Contract Specialist: Susanne Hawkins

Date Issued: 22 July 2011

Due Date: 29 August 2011



State of Connecticut
Department of Administrative Services
Announcement of Request for Proposals to provide

Purchase / Rental of Refurbished Pre-Owned Furniture and Furniture
Related Services

Date 22 July 2011

RFP No. 11PSX0107

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 Purchase and/or Rental of Refurbished Pre-Owned Furniture Product and Furniture Related Services to the State of Connecticut as outlined throughout this RFP document.

We invite you to be part of this effort.

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Request for Proposals

Purchase / Rental of Refurbished Pre-Owned Furniture and Furniture Related Services

Overview

Proposer Requirements:

- Must be in business in Connecticut for a minimum of three (3) years, without interruption as a source for pre-owned office furniture. If Connecticut certified small business vendor, please provide valid certification.
- Proposer can provide required re-conditioned office furniture. References are required.
- Own or leases a minimum of 80% of all necessary equipment and vehicles to perform and provide products and services.
- Contractor can provide quotes based on pre-owned product from current stock or available inventory.
- Can provide on-site delivery and installation with experienced personnel.
- The ability to provide design and space planning services if required by the end user.
- Contractor must operate a local Connecticut showroom and warehouse for product viewing and stocking product.

The contract resulting from this RFP is intended to give customers the ability to buy or rent used refurbished systems office furniture and furniture case good products including the refurbishment services for existing customer owned product such as reupholstering, reconditioning, refinishing, repairing or cleaning of furniture product as an alternative to purchasing new furniture. The awarded contractor(s) is required to have a Connecticut Showroom for viewing of the products and / or services available for sale through this contract. We anticipate customers will be choosing this alternative option of procuring furniture due to the financial advantages and the environmental benefits of reusing/refurbishing furniture product.

The contract resulting from this RFP will be available to all using state agencies and political subdivisions, cities, towns, municipalities, schools and not-for-profit organizations.

Scope of Services

Proposers are requested to provide a discount off manufacturers catalog price list on the entire line of relevant product or discount off ticketed showroom prices or vendor catalog price list. All prices shall be net, including all transportation, delivery and installation charges fully prepaid by the contractor. Other related furniture services such as refinishing, re-upholstery, moving and storage are also being made available through this contract.

The items covered by this RFP are as follows:

- 1) Used and Refurbished Office Furniture
 - Open Panel Systems Furniture
 - Tables (folding, conference, cafeteria and training)
 - Ergonomic Seating (clerical, managerial and executive seating)
 - Guest Seating
 - Mobile Seating (stackable, folding, chair caddys etc.)
 - Case goods (wood, metal, other)
 - Filing (including fire-resistant)
 - Podiums & Lecterns
 - Wood Executive Suites
 - Floor-To-Ceiling Partitions
- 2) Rental of Used Office Furniture
- 3) Designing/Space Planning Services (in conjunction with a furniture purchase only)
- 4) Moving and Storage Services (in conjunction with a furniture purchase only)
- 5) Reupholstering and Refurbishment of customer owned seating
- 6) Reconditioning and Refurbishment of customer owned furniture to include:
 - Painting of metal case goods
 - Touch-up of wood case goods
 - Refurbishing Panel Partitions (i.e. cleaning, reupholster, paint touch up)
- 7) Clean and sanitize fabric on customer owned seating and panel partitions
- 8) Mechanical services for repair of customer owned office furniture

Product and/or Service Specifications

I. Finishes

A). Metal

- 1). Surfaces to be finished must be thoroughly cleaned and washed with an agent which is of sufficient strength to remove all accumulated film, dirt, ink, glue and other foreign residues attached to each piece. All surface areas to be finished shall then be abraded and or sanded as required to assure proper bonding of finished material. Use of EPP products is encouraged.
- 2). Minor dents shall be bumped or hammered smooth in order to present a serviceable appearance consistent with original OEM condition. Sand and fill in minor chips, scrapes, scratches, blemishes, and small holes etc. by whichever process is the most feasible for the part or piece being finished. Spot prime all areas that have been repaired with a primer compatible with the final finish of the coating. Feather the edges of the primed area, spray the surface of the area, which has been spot primed, with one coat of the same primer.
- 3). All trim such as locks, pulls, handles, rubber or plastic gaskets, grommets, reveals or other parts are to be thoroughly cleaned, free of all dirt, stains or foreign matter. These items are to be either removed or properly masked prior to applying finish material.
- 4). Spray all surface areas both interior and exterior as required. All finished surfaces will be rendered free of any voids, runs, sags or other defects and shall simulate the OEM finish in gloss, texture, and durability.
- 5). Inspect, adjust, tighten and align all component parts. Lubricate and service all glides, tracks, bearings and suspensions to operate as intended by OEM.

B). Wood

- 1). Surfaces to be finished shall be inspected to determine condition and type of existing finish. If existing finish is peeling, cracking, fracturing, discoloring or the surface is not of acceptable quality or compatible with the finish, the existing finish shall be removed. The removal process shall cause no grain raising, no bleached effect, no loosening of glued joints or veneers, and no degrading of the wood core's substance.
- 2). Surfaces must be thoroughly cleaned and washed with an agent which is of sufficient strength as to remove all accumulated film, dirt, oil, grease, ink, glue and other foreign residues attached to each. Use of EPP products is encouraged.
- 3). Repair and re-glue any part which has loose veneer, joints, frames, stretcher, splines, and fill all holes, grooves, burns, dents or mars with fillers compatible with the finishing process used. Repair where veneer is chipped off, broken or defective by laminating matching inlays or replacement veneer.
- 4). Uniformly sand all areas to ensure a proper surface condition to accept finish materials to be applied. If staining is required, apply stain to ensure a uniform color match throughout. Stain used should be non-grain raising and should not conceal or mask features of original wood grain.
- 5). Properly apply appropriate sealer coat in a uniform manner, allow for proper drying or cure time.
- 6). Inspect, adjust, tighten and align all component parts. Lubricate and service all glides, tracks, bearings and suspensions to update as intended by OEM.
- 7). Uniformly sand and prepare surface for finish coat. Properly apply final finish coat to simulate the original OEM finish in gloss, appearance, texture and durability.

C). Plastic

1). Surface to be finished shall be inspected to determine condition, composition and type of plastic to be coated. It is critical to identify whether the plastic is thermoplastic or thermoset material.

Thermoplastic material is defined as that family of plastic compounds that become soft and formable when exposed to heat and retains its shape when cooled; such as, ABS, polycarbonate, acrylic, nylon, polyethylene, polystyrene.

Thermoset material is defined as that family of plastic compounds that become rigid after manufacturing and can not be reformed by application of heat; such as alkyds, epoxy, melamine's, phenolic, silicone, ureas.

2). Upon determination that the condition, composition and type of plastic can be coated, thoroughly clean and wash all surfaces to be finished with an agent which is of sufficient strength as to remove all accumulated film, dirt, ink, glue and other foreign residues attached to each piece. All surface areas to be finished shall then be abraded and or sanded as required to assure proper bonding of finished material. Use of EPP products is encouraged.

3). Spray all surface areas, both interior and exterior, with a delivery method that is in accordance with the recommendations of the material manufacturer used. All finished surfaces will be rendered free of any voids runs, sags or other defects and shall simulate the OEM finish in gloss, texture, and durability.

II. Lamination

A). Post form

1). New high-pressure laminate must be applied over the OEM original laminate in a manner so as to duplicate the same quality and aesthetics as the original. Any dents chips or damages in the OEM or base substrate must be filled or repaired so that when the new laminate is applied, there will be no dips or hollow areas under the new lamination, which will give way or crack under normal use.

2). The new lamination will be free of any air bubbles or gaps between itself and the OEM substrate due to improper application of the new laminate. An adhesive with the correct bonding properties will be used so that delamination or failure of the new lamination will not be possible under normal use. Application of the adhesive will be enough to ensure that delamination or failure of the contact bond does not occur. Contact bond will be hand rolled or mechanically pinch rolled to ensure the bonding process and elimination of air bubbles. Adhesives will be allowed sufficient drying time between coating and lamination to allow all solvents or carrier agents to dissipate, thus guaranteeing that air bubbles or contact failure will not occur due to improper drying of the adhesives.

3). The post forming equipment used will be of a quality so as to ensure that during the heating and forming process no cracks, air gaps or irregularities will occur. The lamination will conform to the same contour as the OEM intended from the factory and match other OEM products in a satisfactory manner. Finished product will be free of any irregularities that would detract from the aesthetics or give a less than OEM appearance.

4). Any mechanical system (i.e. lock mechanisms etc.) will be retained and refitted into the relamination to match and operate as the OEM intended. Trim rings and aesthetic trim will be refitted or replaced with an after market unit so as to match the OEM counterpart.

5). Grommet holes to be retained will be refitted and laminate trimmed so that the grommet can be reinstalled to match the original and perform the same. Grommet holes which are to be eliminated will be refitted with a partition (steel insert) that will be welded or riveted in place so as to ensure proper support of the new lamination. Any irregularities in the partition will be filled and sanded to ensure that substrate surface will have no dents or dips thus ensuring proper fit and finish once laminate is applied.

B). Self Edge

- 1). Regarding substrate, laminate, and adhesives, the same standards will apply to self-edge worksurface construction as referenced above.
- 2). Application of self edge detail; High-pressure laminate (vertical grade) that matches the surface laminate, will be applied to the edge of surface. Edge laminate to be bonded to the surface with either contact adhesive or with edge banding equipment that uses a heat activated adhesive. Whichever process is used, the bond will be permanent so that edge laminate will delaminate through normal use.

Edge laminate will be trimmed and filed so that no sharp edges are left exposed; thus eliminating the possibility of injury both to users or installers. Appearance of the finished surface will match that of the OEM product it is intended to replace.

C). "T" Mold

- 1). Substrate: Surface substrate must be industrial grade materials with sufficient strength and structural support for purpose intended. Industrial grade particleboard or other high performance wood base specialty substrates that meet the same criteria as that used by OEM's must be used at all times.
- 2). Laminate: As above; industrial grade high pressure laminates will be used both on the top of the surface as well as for backer material to ensure that both top and back are finished as per OEM Standards. These laminates should meet typical industry standards for contract furniture industry regarding performance and appearance.
- 3). Adhesives: Contact adhesives with the proper bonding strength that meet OSHA safety requirements will be applied to laminations to ensure that delamination will not occur. Sufficient drying time will be allowed so that no solvents remain trapped between laminations, thus causing a failure of the lamination or off gassing of solvents that could cause user reactions or fire hazards.

Laminations will be progressively pressure rolled by manual or mechanical means to ensure that bonding is uniform and that no air bubbles are trapped between substrate and the laminate.

- 4). Application of T-Molding: Edge detail and corners will be machined to ensure the same aesthetics and contour as the OEM standards (i.e. radius corners and contour shapes).

A slot will be machined into the edge of the surface that will accept the retention barb of the T-Molding to ensure that the molding fits snugly to the surface without gaps and does not pull away from edge of surface.

Molding used will cover the edge of surface so that no exposed edges of laminations will be visible or sensitive to touch (i.e. sharp edges exposed from laminate machining). Molding will also be manufactured from PVC or other industry approved plastic intended for this purpose and conforms to OEM standards in appearance, color, and profile.

III Fabric Application

A). Panels/Components

- 1). Surfaces to be recovered shall be stripped of all existing fabric and fastening agents such as splines, staples or adhesive residues.
- 2). Frame and related parts shall be thoroughly inspected as to structural integrity and proper surface condition to accept new fabric. All repairs, if required, must be done in a manner that will maintain the original state of condition as manufactured by the OEM.
- 3). Materials used for attaching fabric to cure, must be done in the same manner as was used in the original assembly; that is splines, staples, adhesives, or other.
- 4). Fabric must be applied in a stretched (taut) manner consistent with the application of fabric by OEM. The weave must be in proper alignment both vertical and horizontal. There must be no indentations, sags, bulges or other imperfections. Units must have a tailored look when complete, simulating OEM finished appearance and performance.

B). Seating

- 1). Remove all exterior covering and fastening agents such as upholstery tacks, trim nails, staples, splines, or adhesive residues. This should include complete seat pan, inside and outside back and arms.
- 2). Thoroughly inspect frame and all mechanical attachments (examples are control mechanisms, tilt mechanisms, gas cylinder, hubliner and assembly, spindle support, thrust washer, base, casters, glides, etc.). Replace or repair any defective or missing parts to bring the unit to proper operational condition as the OEM intended.
- 3). Examine existing padding and cushions to determine if they must be replaced. If it is necessary to replace, do so with new materials compatible and in accordance with all applicable Federal, State and Local regulations.
- 4). All new fabric coverings shall be applied in a manner consistent with the application of fabric by OEM. There must be no telescoping, wrinkling, pile marring, sags, bulges or other imperfections. Finished unit must have uniform tailored look when complete, simulating OEM finished appearance and performance.

All fabrics used should:

- I. Be constructed of suitable fiber content for application.
- II. Meet current flammability standards applicable to Federal, State and Local codes as well as established industry standards.

IV. Electrical

All electrical wiring shall be new, UL listed. Electrical requirements shall be pre-determined and specified by the customer, prior to ordering (i.e. 8 or 5 wire, etc.)

V. Alteration/Re-fabrication

A). Panels/Components

- 1). Any alteration made to a panel that alters the structure (i.e. resize in height or width) will be made in such a manner so as to return the panel to OEM structural integrity as the end result.
- 2). Wood framed panels that are resized will be reassembled so that the lateral strength and rigidity is returned intact to the altered product. Dimensional kiln dried lumber will be used to replace any stiles or header pieces removed during resizing to ensure dimensional stability versus building grade pine or fir 2x4's. The new additions will be either doweled or rabbet jointed into the existing panel frame along with wood glue to ensure the wood frames integrity is returned. Furthermore, contact adhesive will be applied to the inside skin and replacement frame member to tie the panel skin (hardboard or perforated steel) to the frame and assure lateral rigidity is returned. Screw fasteners can be added to further bind the parts together but are not in themselves sufficient to hold the panel outside of the above. Panel rails and hardware that are metal based, will be cut and redrilled as necessary to fit the resized blank, or replaced as necessary (i.e. top caps, raceway covers, etc.). Fit with connector hardware and components will be checked to ensure that product in operational and indexed properly in regard to OEM standards.
- 3). Steel framed panels that are resized will be welded together in the same manner as the original piece was assembled. Jigs will be used to hold the frame during this process to ensure that the reassembled frame does not warp during welding and will retain its dimensional integrity. Panel rails and hardware will follow the same process as outlined above to ensure proper fit and alignment for connector hardware and components.
- 4). Steel framed panels assembled with contact adhesives that are resized will be reassembled using the same type of adhesive along with pinch or hand rollers to ensure correct contact bond integrity is maintained. Proper cutting equipment and techniques will be used to ensure that the panel skin and rails suffer no ill effects or trauma (i.e. warpage

or bending) that will not allow the panel to be reassembled and hold its original shape and size. Panel rails and hardware will follow the same process as outlined above to ensure proper fit and alignment for connector hardware and components.

B). Work Surfaces

- 1). Worksurfaces manufactured with wood based substrates will be resized with the proper cutting equipment and saws to ensure that laminate or veneer laminations are cut cleanly without chipping or damage. Edge banding or moldings will be replaced or resized as needed to effect an OEM quality finished piece. Mounting hardware will be relocated to facilitate new location of supports and pedestals.

Replacement Components:

BIFMA has set the standards for performance of most components in systems furniture. The Contractors product components should be consistent with these current standards. Any component that cannot be repaired to match aesthetically or structurally as the OEM, then contractor shall replace components with new OEM parts.

Reconfiguration Services:

The Contractor is able to provide additional related services in conjunction with the furniture items they are proposing under this RFP. Reconfiguration of existing manufacturers' lines of furniture may also be provided to State Agencies through the awarded contractor for furniture management services concerning the reconfiguration of existing state product. Reference Form RFP-16 Proposal Schedule (Exhibit B) of this RFP, which includes regular rates, overtime rates (nights and weekends) and any prevailing wage labor rates if applicable. This service is above and beyond the services already built into the furniture-discounted rates.

Design Services:

The proposer is required to provide design services for the procurement of refurbished furniture purchases at no additional charge to the state. The vendor may also be required to identify in generic terms other freestanding furniture required for a project, such as file cabinets, tables, chairs and floor to ceiling partitions, etc.

Design Services General Requirements:

Designs generally will consist of specifying the furniture required for a project to be ordered from the contractor. All designs must be completed utilizing an Auto CAD aided planning systems.

The Contractor shall adhere to all agency policies and security regulations when working at a state facility location. This includes facility regulations, such as elevator capacity, dock regulations, floor load capacity, etc. Parking expense will be the responsibility of the authorized dealer.

The contractor is expected to complete the design phase of a project in a time frame as agreed between the contractor and the using agency, which could include timeframes dictated by the construction or renovation of leased space. It is expected that the authorized dealer will assign the appropriate project manager and designer required for a particular project to ensure timely delivery of design services.

Storage Charges:

The Contractor must have the capability to provide storage of furniture until new building(s) or building renovations are completed. Storage charges of requested furniture shall not accrue until sixty (60) calendar days after the clients scheduled delivery date and the client has indicated they still cannot accept delivery. The Storage Charges shall be based on price per cubic foot, price per day, month, etc., which can be found in Form RFP-16 the Price Schedule (Exhibit B) of this RFP.

Installation Design Plan:

The Contractor will prepare an installation design plan, showing in detail all required refurbished office furniture required for the project including but not limited to; wall heights, colors, types of panels (solid, glass, acoustical), electrical outlets, telephone outlets, word processing/computer outlets. The installation design plan shall be to 1/8" or 1/4" scale and is due after client approval of the preliminary design plan. No changes in the approved installation design plan will be allowed prior to occupancy except for safety code regulations authorized by the agency project manager or changes necessitated due to lessor requested changes and approved by the agency project manager.

Itemized Parts List (bill of materials):

The Contractor will then provide the agency project manager with an itemized parts list (bill of materials) specifying in detail all Office Furniture required for the project that will be ordered from the contract, including product model numbers, quantities, finishes, etc. A summation quote as to the total number of cost per workstation, etc. is also required.

For projects that will include the re-utilization of some existing furniture the Contractor shall provide the agency project manager with an inventory list of all existing furniture to be re-utilized in the project. This list shall be in addition to the itemized parts list (bill of materials) of furniture required to be purchased through the contractor for the project.

Prior To Installation:

The Contractor shall identify the location of electric receptacles, voice and data jacks.

Availability During Installation:

The Contractor 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 in accordance with the approved design.

Design Services Approval:

Each step of the project must be pre-approved, in writing, by the agency project manager prior to proceeding to the next step. All plans are to be submitted in accordance with the established time frames. All plans are to be submitted in compliance with the State of Connecticut space standards.

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 at the time of manufacture. Material Safety Data Sheets shall be available upon request.

FLAMMABILITY:

All textiles shall meet the flammability requirements of NFPA latest update when tested in accordance with the methods of that standard.

PRICING:

Proposers are requested to provide a discount off manufacturers catalog price list on the entire line of relevant product or discount off ticketed showroom prices or vendor catalog price list. Proposer showroom sale items or clearance items can be sold at advertised sale pricing without discounts. All prices shall be net, including all transportation, delivery and installation charges fully prepaid by the contractor. Other related furniture services such as refinishing, re-upholstery, moving and storage are also being made available.

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) 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. If required, design service will be made available at no charge to the customer for Schedule B furniture product deliveries.

SCHEDULE C: (Non-Prevailing Wage) 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. If required, design service will be made available at no charge to the customer for Schedule C furniture product deliveries.

Tiered pricing is structured in an effort to meet the needs of the wide variety of anticipated users. 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. Suppliers 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 discount quoted must be for the entire line as shown in the proposal price schedule. If a proposer 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

Prices shall remain firm for the first year of the contract period. Price changes and updates will be allowed to be submitted on or before the annual contract award date. Additions of new items at the same discount level, as well as removal of discontinued items (which must no longer be available on a national basis) will also be allowed annually at that time.

Requests for product changes will be accumulated until the anniversary date of contract award, at which time, upon approval by Procurement Services, a contract supplement will be prepared outlining all approved catalog changes. Contractors shall submit their requests on their company letterhead, indicating the contract award number and specify the changes that they are requesting to be made to the contract. The contractor shall allow Procurement Services at least fifteen (15) calendar days prior to the effective date of the increase to review, authorize and notify potential contract users. A copy of the manufacturer's or vendor's corresponding price list shall accompany the request. No retroactive increases will be allowed. All requests shall be forwarded to: State of Connecticut, DAS/Procurement Services, Attn: Susanne Hawkins, Contract Specialist, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106.

PREVAILING WAGE REGULATIONS

Contractors must be willing to pay wages in accordance with the current wage scale and policies established by the Connecticut Department of Labor, or Federal Labor Department. If the installation/order requires Prevailing Wages to be paid, then the vendor will be required to complete a Contractors' Wage Certification Form when requested by an agency for the installation of refurbished and re-used furniture. The form certifies that the contractor is willing to pay wages in accordance with the current established wages. 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 funded by State money (only) below \$100,000.00 will be priced from the Non-Prevailing Wage Proposal Schedules.

In the case where both sets of wage scales are applicable, the higher rate shall prevail.

Prevailing wage rates apply to Schedule B installations only. Prevailing wage rates do not apply to factory workers at the point of manufacturer. Within prevailing wage installations, awarded

contractor(s) will be required to provide the requesting agency and will be required to submit the required Department of Labor Prevailing Wage Forms for the project.

DELIVERY:

Proposers shall indicate within Exhibit B Price Schedule the number of 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. 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.

General Remanufactured Systems Furniture Specifications:

All electrical components provided for system shall be new replacement parts and U.L. listed.

Replacement parts must meet or exceed original equipment manufacturers (OEM) standard quality for performance.

Remanufactured system shall have a minimum of ten (10) year warranty.

Supplier shall have guaranteed availability of product necessary to complete project.

Supplier shall supply staff of installers and service technicians.

PANELS:

Panels shall be available in a variety of heights ranging from forty-two (42) inches to eighty (80) inches with widths ranging from twelve (12) inches to sixty (60) inches.

Panels shall have electrical and wire management capabilities in the base cavities.

Panels shall be stripped and recovered on both sides with new fabric (if required).

Panels shall include new or remanufactured top caps.

Panels shall be able to configure to either a straight, 90 degree, "T" or "X" configuration.

WORKSURFACES:

Worksurfaces surface substrate shall be fabricated from high-density particleboard.

Finished surface materials shall consist of high-pressed standard grade laminate.

Underside of work surfaces shall be sealed with top quality laminate backer sheet material, resistant to humidity and warping.

Worksurfaces shall be available in depths ranging from twenty-four (24) inches to thirty (30) inches and widths ranging from twenty-four (24) inches to ninety-six (96) inches.

STORAGE:

All hang-on shelves and flipper door bins shall be sanded, primed and repainted (if required).

Flipper doors on bins shall be stripped of original fabric and recovered with new fabric (if required).

All closed storage bins shall be made available with locks.

All hang-on shelves and storage bins shall be able to support task lighting fixtures on the bottom of each unit.

PEDESTALS:

All pedestals shall be newly remanufactured.

All pedestals shall be compatible in size to fit under work surfaces.

All pedestals shall be equipped with gang lock system using a master keyed removable lock.

Proposal Requirements

I. **Contract Period**

The State intends that this contract shall be in effect for a period of four (4) years, beginning date of award through September 30, 2016.

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 utilize 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. **Set Aside Participation**

This RFP has not been reserved for Certified – DAS Set-Aside participation. In our continuing effort to ensure that state contracting is conducted in an inclusive, efficient and expeditious manner, proposals will be accepted and reviewed from **all Connecticut contractors able to provide this service**. Proposals from DAS-certified set-aside vendors will be carefully reviewed to see if they can meet the RFP criteria and will given extra consideration on that merit within the evaluation process.

IV. **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/>.

V. **Pre-Meeting Requirements**

No pre-proposal meeting will apply. Rather, questions may be addressed in writing as identified in Section II, Page 19 of this RFP Document.

VI. 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.

VII. Brand Name Specifications and/or References

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. Proposals on comparable items must clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. 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.

VIII. P-Card (Purchasing Credit Card)

Purchases for all state agencies that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued from this Contract using the purchasing card. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall only charge to the State's MasterCard upon delivery of goods or rendering of services.

The Contractor shall capture and provide to their Merchant Bank, Level 3 reporting at the line item level for all orders placed by State purchasing cards.

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

IX. 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.

X. 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 its entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Vendor Award

XI. Stability of Proposed Prices

Any price offerings from proposers must be valid for a period of 120 days from the due date of the proposals.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

XIX. 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.

XX. 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.

XXI. 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.

1. Applicable Content

- a. Ability to meet specifications, requirements, terms and conditions
- b. Ability to provide furniture, design, inventory and maintenance services, etc.
- c. Ability to adhere to delivery requirements and delivery lead times
- d. Ability to service to the entire geographic area of the state

2. Business Information:

- a. Set Aside Status / Connecticut Certification (if applicable)
- b. Length of Time in Business
- c. Appropriate Insurance
- d. References

3. Account Management

- a. Strategy for managing contract and customer service approach
- b. Ability to adhere to Quality Assurance / Safety requirements
- c. EPP Reporting Capabilities

4. Value

- a. Form RFP-16 Exhibit B Price Schedule

Instructions to Proposers

I. Proposal Schedule

Release of RFP:	Date: Friday, July 22, 2011
Receipt of Questions:	Date: Friday, August 5, 2011, by noon
Answers to Questions posted as Addendum:	Date: Wednesday, August 10, 2011 or sooner
Proposal Due Date:	Date: Monday, August 29, 2011, 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 Friday, August 5, 2011, in the State of Connecticut.

Questions must be delivered to:
Department of Administrative Services
Attn.: Susanne Hawkins
(RFP11PSX0107),
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 RFP11PSX0107, 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. Applicable Content

- a. Ability to Provide Specified Product / Service Specifications
- b. Product Warranty
- c. How does your products comply to meet ANSI/BIFM standards
- d. Product Catalogs
- e. Delivery lead times

2. Business Information:

- a. DAS Set Aside Certificate (if applicable)
- b. Brief business history outlining length of time in business
- c. Past 2 years financial statements
- d. Proof of Insurance
- e. Three (3) Client References, provide the following information for each reference to include:

Company Name, Contact Name, Telephone Number, Scope of Work

Should proposers wish their financial information be considered confidential, this information should be placed in a separate 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. Plan for contract management, how will your company provide customer support?
- b. Explain your companies plan on managing large scale furniture projects?
- c. Licenses, Professional designations, resumes of individual(s) assigned to manage the contract
- d. Quality assurance programs to be implemented for this refurbished furniture contract
- e. Connecticut showroom capabilities to showcase used, refurbished furniture product
- f. Identify any additional value added services your company provides

4. Value

- a. Form RFP-16 Exhibit B Price Schedule

CONTRACT

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

11PSX0107

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

FOR THE PURCHASE AND SALE OF
PURCHASE / RENTAL OF REFURBISHED PRE-OWNED FURNITURE TO INCLUDE
FURNITURE RELATED SERVICES

_____, 2011
Contract Award Date

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Contract # 11PSX0107

RFP Contract Rev. 7/2011 – Prev. Rev. 1/2011

This Contract (the “Contract”) is made as of the _____ day of _____, in the year 200_____, 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) 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.
 - (b) Client Agency: All Using State Agencies and Political Subdivisions
 - (c) Confidential Information: This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver’s license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client’s financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as “confidential” or “restricted”. Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
 - (e) 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.
 - (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.

Contract # **11PSX0107**

RFP Contract Rev. 7/2011 – Prev. Rev. 1/2011

- (g) 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.
 - (h) 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.
 - (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 prior to the end of its term whether effected pursuant to a right which the Contract creates or 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 September 30, 2016 _____.

Contract # **11PSX0107**

RFP Contract Rev. 7/2011 – Prev. Rev. 1/2011

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 Adjustments: 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 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 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 State 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 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 Proposer 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 State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the 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 State incurs 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 State 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 State and its 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 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 Proposer 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 Proposer 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 State, such information as the State may require to evidence, in the State’s sole determination, compliance with this section.

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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.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

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- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
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.

14. Purchase Orders.

- (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 Client 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 Client Agency requirements, particularly the Client 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 Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client 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

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indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

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;

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- (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 does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts 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.

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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,

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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 any 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 Code 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;

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- (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) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
 - (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Proposer 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;
 - (u) 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;
 - (v) 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;
 - (w) 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;
 - (x) 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;
 - (y) 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;
 - (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) 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;
 - (bb) 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
 - (cc) 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(53) (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

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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 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. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No.

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Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be 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 or DAS 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) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (5) "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;
- (6) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (7) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (8) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (9) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a

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municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes

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§ 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

33. Tangible Personal Property.

(a) 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:

- (1) 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;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the 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;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) 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.

(b) 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,

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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.

(c) 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 Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

34. **Whistleblowing.** This Contract may be subject to the provisions of Section 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 Contract. 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 effected 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: _____

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

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 as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) 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.

(c) 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.

(d) 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.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

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 Plants, Places of Business and Records.**
- (a) **Audit and Inspection of Plants, Places of Business and Records.** The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.

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- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) All audits and inspections shall be at the State's expense.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
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

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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. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, 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. Campaign Contribution Restriction. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C [SEEC Form 11].
57. Health Care Portability and Accountability Act.
 - (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.

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- (b) The Contractor or Contractor Parties is required to 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 law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, 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; and
- (e) The Contractor or Contractor Parties is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
 - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
 - (2) “Business Associate” shall mean the Contractor or Contractor Parties.
 - (3) “Covered Entity” shall mean the Client Agency.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “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).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “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.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. § 17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to 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 agrees to 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 agrees to 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, agrees 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 agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, 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 agrees to 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 the parties.
- (9) Business Associate agrees to 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 the

parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- (10) Business Associate agrees to 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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin

of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.
- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) **General Use and Disclosure Provisions** 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 Provisions.**

- (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 to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) 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.

(k) Permissible Requests by Covered Entity. 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.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and 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) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
- (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. 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 or 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.

(m) Miscellaneous Provisions.

- (1) Regulatory References. 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) Amendment. The Parties agree to 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 the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. 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.
- (6) Disclaimer. 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, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees,

contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. 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.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential

Contract # 11PSX0107

RFP Contract Rev. 7/2011 – Prev. Rev. 1/2011

Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

59. Reserved

Contract # 11PSX0107

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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]

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Print or Type Name

Print or Type Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract # **11PSX0107**

RFP Contract - Exhibit A - Description of Goods and Services-NEW 1/09

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

Reference Invitation To Bid (ITB) Template for Specific Details

STATE OF CONNECTICUT PROCUREMENT SERVICES

RFP NO.: 11PSX0107

Susanne Hawkins
Contract Specialist

(860) 713-5064
Telephone Number

PRICE SCHEDULE for RFP # 11PSX0107
Page 1 OF 20

DELIVERY:
TERMS: Net 45 or Net 30 for Certified CT SBE Vendor
Cash Discount Terms:

Proposal prices shall include all transportation charges FOB state agency.

PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE
--------	--	-------

HOURLY RATE FOR DESIGN LAYOUT OF EXISTING FURNITURE BEING MOVED FROM ONE STATE FACILITY/LOCATION TO ANOTHER

\$ _____ **HOURLY RATE**

HOURLY RATE FOR RECONFIGURATION LABOR SERVICES DURING NORMAL WORKING HOURS 8 AM TO 5:00 PM MONDAY – FRIDAY EXCLUDING HOLIDAYS FOR RELOCATION SERVICES OF EXISTING FURNITURE BEING MOVED FROM ONE STATE FACILITY/LOCATION TO ANOTHER.

\$ _____ **HOURLY RATE**

OVERTIME (AFTER 5:00 PM) AND HOLIDAY HOURLY RATE FOR RECONFIGURATION SERVICES OF EXISTING FURNITURE BEING MOVED FROM ONE STATE FACILITY/LOCATION TO ANOTHER.

\$ _____ **HOURLY RATE**

PREVAILING WAGE RATE FOR RECONFIGURATION / RELOCATION SERVICES OF EXISTING FURNITURE BEING MOVED FROM ONE STATE FACILITY/LOCATION TO ANOTHER.

\$ _____ **HOURLY RATE**

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DELIVERY:

TERMS: Net 45 or Net 30 for Certified CT SBE Vendor

Cash Discount Terms:

PROPOSER NAME:

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE
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Proposers are requested to provide a discount off manufacturers catalog price list on the entire line of relevant product or discount off ticketed showroom prices or vendor catalog price list. Proposers showroom sale items or clearance items can be sold at advertised sale pricing without discounts. All prices shall be net, including all transportation, delivery and installation charges fully prepaid by the contractor. Other related furniture services such as refinishing, re-upholstery, moving and storage are also being made available.

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) 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. If required, design service will be made available at no charge to the customer for Schedule B furniture product deliveries.

SCHEDULE C: (Non-Prevailing Wage) 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. If required, design service will be made available at no charge to the customer for Schedule C furniture product deliveries.

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DELIVERY:

TERMS: Net 45 or Net 30 for Certified CT SBE Vendor

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE
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USED OFFICE FURNITURE WOOD, METAL & OTHER

DELIVERY LEAD TIME: _____

PRODUCT WARRANTY: _____

USED FURNITURE PRODUCT LIST:

DESCRIPTION: CONFERENCE TABLE

DESCRIPTION: CAFETERIA / TRAINING

DESCRIPTION: FOLDING

DESCRIPTION: ERGONOMIC SEATING

DESCRIPTION: GUEST / CONFERENCE SEATING

DESCRIPTION: MOBILE STACKING SEATING

DESCRIPTION: LOUNGE SEATING

DESCRIPTION: FOLDING CHAIR

DESCRIPTION: CHAIR CADDYS

SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C

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DELIVERY:
TERMS: Net 45 or Net 30 for Certified CT SBE Vendor
Cash Discount Terms:

Proposal prices shall include all transportation charges FOB state agency.

PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE		
	DESCRIPTION: WOOD CASEGOODS	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: METAL CASEGOODS / OTHER	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: STORAGE / VERTICAL FILES	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: STORAGE / LATERAL FILES	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: STORAGE CABINETS	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: STORAGE / FIRE RESISTANT	SCHEDULE A	SCHEDULE B	SCHEDULE C
	<u>DESCRIPTION: USED OPEN PANEL SYSTEMS FURNITURE</u>	SCHEDULE A	SCHEDULE B	SCHEDULE C
	TIER 1 PRICING DISCOUNT SCHEDULE FOR PURCHASE FROM \$1 - \$24,999			
	TIER 2 PRICING DISCOUNT SCHEDULE FOR PURCHASE FROM \$25,000-\$49,999			
	TIER 3 PRICING DISCOUNT SCHEDULE FOR PURCHASES FROM \$50,000-\$99,999			
	TIER 4 PRICING DISCOUNT SCHEDULE FOR PURCHASES FROM \$100,000+			

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DELIVERY:

TERMS: Net 45 or Net 30 for Certified CT SBE Vendor

Cash Discount Terms:

PROPOSER NAME:

Proposal prices shall include all transportation charges FOB state agency.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE		
	<u>DESCRIPTION: USED FLOOR-TO-CEILING PARTITIONS</u>	SCHEDULE A	SCHEDULE B	SCHEDULE C
	TIER 1 PRICING DISCOUNT SCHEDULE FOR PURCHASE FROM \$1 - \$24,999			
	TIER 2 PRICING DISCOUNT SCHEDULE FOR PURCHASE FROM \$25,000-\$49,999			
	TIER 3 PRICING DISCOUNT SCHEDULE FOR PURCHASES FROM \$50,000-\$99,999			
	TIER 4 PRICING DISCOUNT SCHEDULE FOR PURCHASES FROM \$100,000+			
	DESCRIPTION: USED RACKING / STORAGE / METAL SHELVING	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: USED COMPUTER ACCESSORIES / KEYBOARD TRAYS	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: USED DISPLAYS / WHITE BOARDS	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: USED ARTWORK	SCHEDULE A	SCHEDULE B	SCHEDULE C

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DELIVERY:

TERMS: Net 45 or Net 30 for Certified CT SBE Vendor

Cash Discount Terms:

PROPOSER NAME:

Proposal prices shall include all transportation charges FOB state agency.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE
--------	--	-------

REFURBISHED OFFICE FURNITURE WOOD, METAL & OTHER

DELIVERY LEAD TIME: _____

PRODUCT WARRANTY: _____

DESCRIPTION: CAFETERIA / TRAINING

DESCRIPTION: FOLDING

DESCRIPTION: ERGONOMIC SEATING

DESCRIPTION: GUEST / CONFERENCE SEATING

DESCRIPTION: MOBILE STACKING SEATING

DESCRIPTION: LOUNGE SEATING

DESCRIPTION: FOLDING CHAIR

DESCRIPTION: CHAIR CADDYS

SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C
SCHEDULE A	SCHEDULE B	SCHEDULE C

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DELIVERY:
TERMS: Net 45 or Net 30 for Certified CT SBE Vendor
Cash Discount Terms:

Proposal prices shall include all transportation charges FOB state agency.
--

PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE		
	DESCRIPTION: WOOD CASEGOODS	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: METAL CASEGOODS / OTHER	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: STORAGE / VERTICAL FILES	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: STORAGE / LATERAL FILES	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: STORAGE CABINETS	SCHEDULE A	SCHEDULE B	SCHEDULE C
	DESCRIPTION: STORAGE / FIRE RESISTANT	SCHEDULE A	SCHEDULE B	SCHEDULE C
	<u>DESCRIPTION: OPEN PANEL SYSTEMS / REFURBISHED</u>	SCHEDULE A	SCHEDULE B	SCHEDULE C
	TIER 1 PRICING DISCOUNT SCHEDULE FOR PURCHASE FROM \$1 - \$24,999			
	TIER 2 PRICING DISCOUNT SCHEDULE FOR PURCHASE FROM \$25,000-\$49,999			
	TIER 3 PRICING DISCOUNT SCHEDULE FOR PURCHASES FROM \$50,000-\$99,999			
	TIER 4 PRICING DISCOUNT SCHEDULE FOR PURCHASES FROM \$100,000+			

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DELIVERY:
TERMS: Net 45 or Net 30 for Certified CT SBE Vendor
Cash Discount Terms:

Proposal prices shall include all transportation charges FOB state agency.
--

PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE		
	<p><u>DESCRIPTION: FLOOR-TO-CEILING PARTITIONS /REFURBISHED</u></p> <p>TIER 1 PRICING DISCOUNT SCHEDULE FOR PURCHASE FROM \$1 - \$24,999</p> <p>TIER 2 PRICING DISCOUNT SCHEDULE FOR PURCHASE FROM \$25,000-\$49,999</p> <p>TIER 3 PRICING DISCOUNT SCHEDULE FOR PURCHASES FROM \$50,000-\$99,999</p> <p>TIER 4 PRICING DISCOUNT SCHEDULE FOR PURCHASES FROM \$100,000+</p>	SCHEDULE A	SCHEDULE B	SCHEDULE C
	<p>DESCRIPTION: RACKING / STORAGE / METAL SHELVING</p>	SCHEDULE A	SCHEDULE B	SCHEDULE C
	<p>DESCRIPTION: COMPUTER ACCESSORIES / KEYBOARD TRAYS</p>	SCHEDULE A	SCHEDULE B	SCHEDULE C
	<p>DESCRIPTION: DISPLAYS / WHITE BOARDS</p>	SCHEDULE A	SCHEDULE B	SCHEDULE C

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DELIVERY:
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PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE
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DESIGN SERVICES:

CONTRACTOR AGREES TO PROVIDE DESIGNER LABOR FORCE, COMPUTERS, PRINTER AND SUPPLIES FOR FURNITURE DESIGN SERVICES FOR FURNITURE DESIGN SERVICES THROUGHOUT THE STATE OF CONNECTICUT IN CONJUNCTION WITH THE PROCUREMENT OF REFURBISHED / USED FURNITURE.

Cost Per Hourly Rate:
 Normal Workday Hours Monday – Friday 8:00 am to 5:00 pm (excludes holidays)

\$ _____	PER HOUR
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STATE OF CONNECTICUT PROCUREMENT SERVICES

RFP NO.:
11PSX0107

Susanne Hawkins
Contract Specialist

(860) 713-5064
Telephone Number

PRICE SCHEDULE for RFP # 11PSX0107

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DELIVERY:

TERMS: Net 45 or Net 30 for Certified CT SBE Vendor

Cash Discount Terms:

PROPOSER NAME:

Proposal prices shall include all transportation charges FOB state agency.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	<p>FURNITURE RENTAL: CONTRACTOR AGREES TO PROVIDE TEMPORARY RENTAL FURNITURE ON AN AS NEEDED BASIS THROUGHOUT THE STATE OF CONNECTICUT. REQUESTS WILL BE QUOTED ON AS NEEDED BASIS.</p> <p>Estimated Per Day Cost For Standard Freestanding Case Goods Furniture Rental: Pricing to include delivery to and from user site, installation and removal labor during Normal Workday Hours Monday – Friday 8:00 am to 5:00 pm (excludes holidays). Vendors can attach sheet with more extensive rental pricing.</p>	\$ _____	RENTAL COST
	<p>STORAGE SERVICES: STORAGE RATE FOR PURCHASED REFURBISHED FURNITURE PRODUCT IF STORAGE OF GOODS GOES BEYOND 60 DAYS AFTER SCHEDULED DELIVERY DATE AND NOTIFICATION FROM USER OF INABILITY TO ACCEPT DELIVERY.</p>	PLEASE LIST APPLICABLE STORAGE RATE(S):	
	<p>REUPHOLSTERING AND REFURBISHMENT OF CUSTOMER OWNED SEATING:</p>		
	<p>PICK UP CHARGES OF CUSTOMER SEATING: PICK UP DURING NORMAL WORKING HOURS 8:00 AM – 5:00 PM</p> <ul style="list-style-type: none"> • COST OF ONE (1) VEHICAL AND ONE (1) DRIVER – HOURLY RATE • COST OF ADDITIONAL HELPER – HOURLY RATE 	\$ _____	PER HOUR
		\$ _____	PER HOUR

STATE OF CONNECTICUT PROCUREMENT SERVICES

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PRICE SCHEDULE for RFP # 11PSX0107 Page 11 OF 20	DELIVERY: TERMS: Net 45 or Net 30 for Certified CT SBE Vendor Cash Discount Terms: PROPOSER NAME:
Proposal prices shall include all transportation charges FOB state agency.	

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	CONTRACTOR TO PROVIDE REUPHOLSTERY SERVICES FOR THE STATE OF CONNECTICUT		
	REUPHOLSTERY HOURLY RATE:		
	DESK CHAIR / NO FABRIC ON ARMS (*ESTIMATED 1 YARD OF FABRIC)	\$ _____	PER HOUR
	EXECUTIVE DESK CHAIR (OFFICER CHAIR) (*FABRIC MATERIAL TO BE DETERMINED)	\$ _____	ESTIMATED LABOR COST PLUS FABRIC COST
	GUEST SEATING / SLED BASE (*ESTIMATED 1.5 YARDS OF FABRIC)	\$ _____	ESTIMATED LABOR COST PLUS FABRIC COST
	RECEPTION SEATING (*FABRIC MATERIAL TO BE DETERMINED)	\$ _____	ESTIMATED LABOR COST PLUS FABRIC COST
	REUPHOLSTERY OF LOUNGE SEATING: (*FABRIC MATERIAL TO BE DETERMINED)	\$ _____	ESTIMATED LABOR COST PLUS FABRIC COST
	CLUB CHAIR (*ESTIMATED 8 YARDS OF FABRIC)	\$ _____	PER HOUR PLUS FABRIC COST
	LOVE SEAT (*ESTIMATED 10 YARDS OF FABRIC)	\$ _____	ESTIMATED LABOR COST PLUS FABRIC COST
	COUCH (*ESTIMATED 14 YARDS OF FABRIC)	\$ _____	ESTIMATED LABOR COST PLUS FABRIC COST

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<p>PRICE SCHEDULE for RFP # 11PSX0107</p> <p>Page 12 OF 20</p>	<p>DELIVERY:</p> <hr/> <p>TERMS: Net 45 or Net 30 for Certified CT SBE Vendor</p> <p>Cash Discount Terms:</p> <p>PROPOSER NAME:</p>
<p>Proposal prices shall include all transportation charges FOB state agency.</p>	

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	STADIUM SEATING (*FABRIC MATERIAL TO BE DETERMINED)	\$ _____	ESTIMATED LABOR COST PLUS FABRIC COST
	AUDITORIUM SEATING (*ESTIMATED 2 YARDS OF FABRIC)	\$ _____	ESTIMATED LABOR COST PLUS FABRIC COST
RECONDITIONING OF CUSTOMER OWNED PRODUCT			
Wood Casegoods Touchup / REFINISHING:			
	COST PER HOUR NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM	\$ _____	PER HOUR
	COST PER HOUR OVERTIME HOURS MONDAY – FRIDAY 5:01 PM TO 7:59 AM	\$ _____	PER HOUR
ELECTRO STATIC PAINTING OF METAL CASE GOODS			
	COST PER HOUR FOR (1) ELECTRO STATIC PAINTER (ON SITE) NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM	\$ _____	PER HOUR

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DELIVERY:

TERMS: Net 45 or Net 30 for Certified CT SBE Vendor

Cash Discount Terms:

PROPOSER NAME:

Proposal prices shall include all transportation charges FOB state agency.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	COST PER HOUR FOR (1) ELECTRO STATIC PAINTER (ON SITE) OVERTIME HOURS MONDAY – FRIDAY 5:01 PM TO 7:59 AM	\$ _____	PER HOUR
	COST PER HOUR FOR (1) ELECTRO STATIC PAINTER (OFF SITE) NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM	\$ _____	PER HOUR
	PICK UP CHARGES OF CUSTOMER OFF SITE REFINISHING: PICK UP DURING NORMAL WORKING HOURS 8:00 AM – 5:00 PM <ul style="list-style-type: none"> • COST OF ONE (1) VEHICAL AND ONE (1) DRIVER – HOURLY RATE • COST OF ADDITIONAL HELPER – HOURLY RATE 	\$ _____ \$ _____	PER HOUR PER HOUR
	COST PER HOUR FOR PANEL FABRIC REPLACEMENT / REFURBISHMENT OF PARTITION PANELS:	\$ _____	PER HOUR
	COST PER HOUR FOR PAINTING SERVICES NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM	\$ _____	PER HOUR
	*COST PER HOUR FOR REUPHOLSTERY SERVICES NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM	\$ _____	PER HOUR *PLUS FABRIC COST

STATE OF CONNECTICUT PROCUREMENT SERVICES

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DELIVERY:

TERMS: Net 45 or Net 30 for Certified CT SBE Vendor

Cash Discount Terms:

PROPOSER NAME:

Proposal prices shall include all transportation charges FOB state agency.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	MECHANICAL SERVICES – REPAIR NON-WARRANTY OF CUSTOMER FURNITURE PRODUCT		
	TECHNICIAN COST PER HOUR NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM	\$ _____	PER HOUR
	TECHNICIAN COST PER HOUR OVERTIME HOURS MONDAY – FRIDAY 5:01 PM TO 7:59 AM	\$ _____	PER HOUR
	CLEANING AND SANITIZING OF CUSTOMER OWNED FURNITURE		
	COST PER HOUR NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM	\$ _____	PER HOUR
	COST PER HOUR OVERTIME HOURS MONDAY – FRIDAY 5:01 PM TO 7:59 AM	\$ _____	PER HOUR

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DELIVERY:
TERMS: Net 45 or Net 30 for Certified CT SBE Vendor
Cash Discount Terms:

Proposal prices shall include all transportation charges FOB state agency.

PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	FOR RECONFIGURES DURING NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM		
	<ul style="list-style-type: none"> • COST OF ONE (1) VEHICAL AND ONE (1) DRIVER – HOURLY RATE • COST OF ADDITIONAL HELPER – HOURLY RATE • COST OF TRAINED CERTIFIED SENIOR INSTALLER – HOURLY RATE • COST OF SITE SUPERVISOR - HOURLY RATE 	\$ _____ \$ _____ \$ _____ \$ _____	PER HOUR PER HOUR PER HOUR PER HOUR
	FOR RECONFIGURES FOR OVERTIME HOURS MONDAY – FRIDAY 5:01 PM TO 7:59 AM, HOIDAYS AND WEEKENDS		
	<ul style="list-style-type: none"> • COST OF ONE (1) VEHICAL AND ONE (1) DRIVER – HOURLY RATE • COST OF ADDITIONAL HELPER – HOURLY RATE • COST OF TRAINED CERTIFIED SENIOR INSTALLER – HOURLY RATE • COST OF SITE SUPERVISOR - HOURLY RATE 	\$ _____ \$ _____ \$ _____ \$ _____	PER HOUR PER HOUR PER HOUR PER HOUR

STATE OF CONNECTICUT PROCUREMENT SERVICES

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Susanne Hawkins
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DELIVERY: TERMS: Net 45 or Net 30 for Certified CT SBE Vendor Cash Discount Terms:

Proposal prices shall include all transportation charges FOB state agency.

PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	<p>MOVE SERVICES:</p> <ul style="list-style-type: none"> • COST OF ONE (1) VEHICAL AND ONE (1) DRIVER – HOURLY RATE • COST OF ADDITIONAL HELPER – HOURLY RATE • COST OF TRAINED CERTIFIED SENIOR INSTALLER – HOURLY RATE • COST OF SITE SUPERVISOR - HOURLY RATE 	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>PER HOUR</p> <p>PER HOUR</p> <p>PER HOUR</p> <p>PER HOUR</p>

STATE OF CONNECTICUT

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DELIVERY: <hr/> TERMS: Net 45 or Net 30 for Certified CT SBE Vendor Cash Discount Terms:

Proposal prices shall include all transportation charges FOB state agency.

PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	OFFICE MOVES / RECONFIGURATIONS DURING NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM		
	<ul style="list-style-type: none"> • COST OF ONE (1) VEHICAL AND ONE (1) DRIVER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF ADDITIONAL HELPER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF TRAINED CERTIFIED SENIOR INSTALLER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF SITE SUPERVISOR - HOURLY RATE 	\$ _____	PER HOUR
	OFFICE MOVES / RECONFIGURATION DURING OVERTIME HOURS MONDAY – FRIDAY 5:01 PM TO 7:59 AM, HOLIDAYS AND WEEKENDS		
	<ul style="list-style-type: none"> • COST OF ONE (1) VEHICAL AND ONE (1) DRIVER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF ADDITIONAL HELPER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF TRAINED CERTIFIED SENIOR INSTALLER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF SITE SUPERVISOR - HOURLY RATE 	\$ _____	PER HOUR

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DELIVERY:

TERMS: Net 45 or Net 30 for Certified CT SBE Vendor

Cash Discount Terms:

PROPOSER NAME:

Proposal prices shall include all transportation charges FOB state agency.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	HEAVY EQUIPMENT MOVES (INDUSTRIAL OR MECHANICAL TYP OF EQUIPMENT) FOR RECONFIGURES DURING NORMAL WORKING HOURS MONDAY – FRIDAY 8:00 AM TO 5:00 PM		
	<ul style="list-style-type: none"> • COST OF ONE (1) VEHICAL AND ONE (1) DRIVER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF ADDITIONAL HELPER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF SITE SUPERVISOR - HOURLY RATE 	\$ _____	PER HOUR
	HEAVY EQUIPMENT MOVES (INDUSTRIAL OR MECHANICAL TYP OF EQUIPMENT) FOR RECONFIGURES DURING OVERTIME HOURS MONDAY – FRIDAY 5:01 PM TO 7:59 AM, INCLUDES HOLIDAYS AND WEEKENDS		
	<ul style="list-style-type: none"> • COST OF ONE (1) VEHICAL AND ONE (1) DRIVER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF ADDITIONAL HELPER – HOURLY RATE 	\$ _____	PER HOUR
	<ul style="list-style-type: none"> • COST OF SITE SUPERVISOR - HOURLY RATE 	\$ _____	PER HOUR

STATE OF CONNECTICUT PROCUREMENT SERVICES

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DELIVERY:

TERMS: Net 45 or Net 30 for Certified CT SBE Vendor

Cash Discount Terms:

PROPOSER NAME:

Proposal prices shall include all transportation charges FOB state agency.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE	
	MISCELLANEOUS FEES:		
	DUMPING FEE (COST PER TON FOR DUMPING)	\$ _____	PER TON
	MOVING BOXES	\$ _____	
	<ul style="list-style-type: none"> • 1.5 CUBIC FOOT BOX • 2.0 CUBIC FOOT BOX • 3.0 CUBIC FOOT BOX • 4.0 CUBIC FOOT BOX 	\$ _____ \$ _____ \$ _____ \$ _____	PER BOX PER BOX PER BOX PER BOX
	LABELS – 500 PER ROLL	\$ _____	PER ROLL
	MOVING CRATES (USED BY AGENCY VERSUS USING BOXES)	\$ _____	PER DAY
	MOVING CARTS FOR COMPUTERS AND OFFICE EQUIPMENT	\$ _____	PER DAY
	TEMPORARY STORAGE FEE FO CUSTOMER OWNED FURNITURE/EQUIPMENT	\$ _____	PER DAY PER SQ. FT.
	CONTRACTOR TO SPECIFY ANY ADDITIONAL CONTRACTOR CHARGES THAT NEED TO BE NOTED FOR THIS REQUEST FOR PROPOSAL. ADDITIONAL CHARGES WILL HAVE TO BE NOTED AND REVIEWED IN THE EVALUATION PROCESS. SPECIFY OTHER CONTRACTOR CHARGES:		

STATE OF CONNECTICUT

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DELIVERY:
TERMS: Net 45 or Net 30 for Certified CT SBE Vendor
Cash Discount Terms:

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PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICE

PROPOSERS ARE TO HAVE A LOCAL CONNECTICUT SHOWROOM WHERE CUSTOMERS CAN GO TO VIEW THE REFURBISHED/USED FURNITURE PRODUCT SPECIFIED IN THIS RFP.

Proposers Connecticut Showroom Address / Location:

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,, <http://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

Contract # 11PSX0107

RFP Contract – Exhibit C – SEEC Form 11 - NEW 1/09

exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

Reference the ITB Template for further details

Department of Labor (DOL) Prevailing Wage

Sample Forms and Information Attached

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems Furniture

**Minimum Rates and Classifications
for Building Construction**

B 15412

**Connecticut Department of Labor
Wage and Workplace Standards Division**

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.

Project Number: 11PSX0107
State#:

Project Town Statewide
FAP#:

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems Furniture

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings - Last updated 12/26/08	34.21	19.81
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
2) Boilermaker	34.94	19.00

As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems Furniture

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	23.16 + a
3b) Tile Setter	32.00	21.44
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	25.50	18.43
3e) Plasterer	32.50	23.16

-----LABORERS-----

As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems
Furniture

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	25.75	15.60
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	26.00	15.60
4b) Group 3: Jackhammer operators, mason tender (brick) and mason tender (cement/concrete)	26.25	15.60
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections)[If using this classification call the Labor Department for clarification]	26.00	15.60
4d) Group 5: Air track operators, Sand blasters	26.50	15.60
4e) Group 6: Nuclear toxic waste removers, blasters	28.75	15.60

As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems Furniture

4f) Group 7: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped)	26.75	15.60
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew	26.25	15.60
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew	25.75	15.60
4i) Group 10: Traffic Control Signalman	16.00	15.60
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	29.11	20.29
5a) Millwrights	30.01	20.18

As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems
Furniture

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	36.40	21.31
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	44.82	21.785+a+b
-----LINE CONSTRUCTION-----		
Groundman	23.80	3% + 13.70
Linemen/Cable Splicer	43.28	3% + 13.70
8) Glazier (Trade License required: FG-1,2)	32.73	16.35 + a

As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems
Furniture

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.00	26.58 + a
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----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. (Trade License Required)	35.05	19.40 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	34.73	19.40 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; 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 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.).	33.99	19.40 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	33.60	19.40 + a
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Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems
Furniture

Group 5: Specialty Railroad Equipment; Asphalt Paver; 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)	33.01	19.40 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	33.01	19.40 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	32.70	19.40 + 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).	32.36	19.40 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	31.96	19.40 + 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).	31.53	19.40 + a

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Furniture

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	29.49	19.40 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	29.49	19.40 + a
Group 12: Wellpoint operator.	29.43	19.40 + a
Group 13: Compressor battery operator.	28.85	19.40 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	27.71	19.40 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	27.30	19.40 + a

As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems
Furniture

Group 16: Maintenance Engineer/Oiler.	26.65	19.40 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	30.96	19.40 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	28.54	19.40 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	29.17	16.35
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10b) Taping Only/Drywall Finishing	29.92	16.35
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As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems
Furniture

10c) Paperhanger and Red Label	29.67	16.35
10e) Blast and Spray	32.17	16.35
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	38.67	24.46
12) Well Digger, Pile Testing Machine	33.01	19.40 + a
13) Roofer (composition)	30.48	14.96
14) Roofer (slate & tile)	30.98	14.96

As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems
Furniture

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	32.27	29.33
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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)	38.67	24.46
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-----TRUCK DRIVERS-----

17a) 2 Axle	27.88	15.71 + a
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17b) 3 Axle, 2 Axle Ready Mix	27.98	15.71 + a
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17c) 3 Axle Ready Mix	28.03	15.71 + a
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As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems
Furniture

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	15.71 + a
17e) 4 Axle Ready Mix	28.13	15.71 + a
17f) Heavy Duty Trailer (40 Tons and Over)	28.33	15.71 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	15.71 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	40.50	16.85 + a
19) Theatrical Stage Journeyman	22.22	6.53

As of: Wednesday, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems Furniture

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 extra

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 journeyman 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, July 20, 2011

Project: Purchase And/Or Rental Of Pre-owned Office Furniture To Include Systems Furniture

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.: (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.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

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, July 20, 2011

Prevailing Wage Bid Package

You are here: [DOL Web Site](#) › [Wage and Workplace Standards](#) › [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, 94KB)

Published by the Connecticut Department of Labor, Project Management Office
Last Updated: April 22, 2010

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has 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, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

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

(c) Not later than January 1, 2009, 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 Federal Mine Safety and Health Administration 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) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

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/edcenters/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 fide* 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.

Statute 31-55a

You are here: [DOL Web Site](#) › [Wage and Workplace Standards](#) › [Statute 31-55a](#)

- 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](#)

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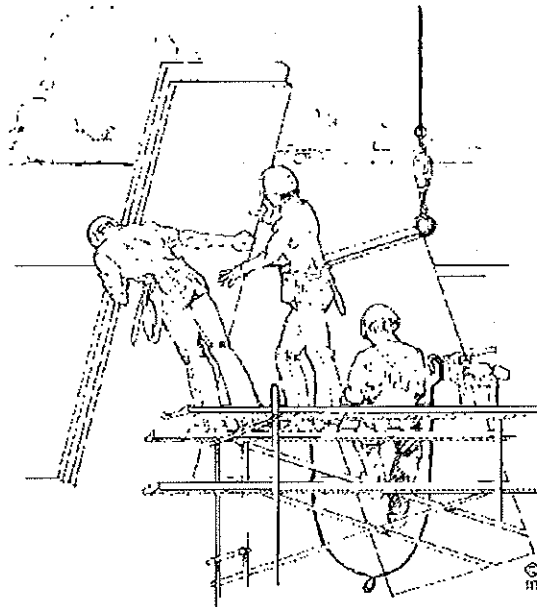
~NOTICE~

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.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

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

Rate Schedule Issued (Date): _____

Certified Payroll Form WWS - CPI

You are here: [DOL Web Site](#) › [Wage and Workplace Standards](#) › 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 \(PDF, 727KB\)](#)
- [Sample Completed Form \(PDF, 101KB\)](#)

Published by the Connecticut Department of Labor, Project Management Office
Last Updated: April 22, 2010

***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 _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 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:

Section A:

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~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

***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 Blue Cross 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09

I, Robert Craft of XYZ Corporation, (hereafter known as Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

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--The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

Occupational Classification Bulletin

You are here: [DOL Web Site](#) › [Wage and Workplace Standards](#) › Occupational Classification Bulletin

- [Informational Bulletin \(PDF, 448KB\) NEW!](#)

Published by the Connecticut Department of Labor, Project Management Office
Last Updated: April 22, 2010

Information 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.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, 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 cinder, 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, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, 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. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: 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, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

***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**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **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.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), 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 hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

Painter's 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's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

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, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, 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**

Definitions:

1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;

(b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

Truck drivers are covered for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

Truck Drivers are not covered in the following instances:

- Material delivery truck drivers while off "the site of the work"
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- 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.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

Connecticut Department of Labor
Wage and Workplace Standards Division
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, Concrete Finishers, Stone Masons
(Building Construction) and
(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.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- 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

- a. Paid Holidays: Labor Day and Christmas Day.

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.

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days 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 work day preceding the holiday or the regular work day 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.