

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) Specifications

This Invitation to Bid is to provide Client Agencies with a complete line of maintenance free institutional grade, high quality commercial molded furniture that is manufactured and engineered to endure institutional environments. The furniture must be safe and secure and highly tamper resistant in order to withstand challenging environments and be designed for 24/7 intensive use.

Contractor shall provide durable furniture that can accommodate the following settings:

- Correctional Detention Facilities
- Behavioral Health Facilities
- Public Safety Facilities
- Transitional Housing Facilities

Furniture product offerings supplied must comply with low chemical emissions which can contribute to healthier indoor environments and shall comply with applicable ANSI/BIFMA standards.

(b) General Furniture Guidelines

Catalogs: Contractor shall provide at no charge, an illustrated catalog and price list(s) showing all items available through the Contractor. Each item shown must be identified with the catalog model number and the type of finishes available.

Workmanship: All furniture must be new, unused, and a currently standard product of the Contractor produced in accordance with standard commercial practices for those products.

Construction: Must be Contractor's standard design and construction resulting in good durability in high use environments. Furniture must present a neat, well-finished appearance inside and outside and be free of all imperfections and/or defects, which might affect appearance, normal life, or serviceability. All furniture must exhibit the highest quality workmanship in all areas of construction and finishing.

Volatile Organic Compounds: All Goods must be in compliance with stringent emission levels for volatile organic compounds in accordance with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.

Environmentally Preferred Products: DAS has established procedures that promote the procurement and use of environmentally preferable products and services by Client Agencies. The term "environmentally preferable" means, with regard to products, services or practices, that such products, services or practices have a lesser or reduced negative effect on human health and the environment when compared to competing products, services or practices that serve the same function.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Environmentally preferable attributes include:

- Made of recycled content
- Made of post-consumer content
- Recyclable
- Less- or non-toxic or
- Energy efficient

Include information on the environmental attribute(s) by designating catalog products with the preceding attributes by the use of a recycled logo or some other such form of identification whenever possible.

Warranty: All furniture product must carry the Contractor's standard warranty and must be guaranteed against defects in materials, workmanship, and performance for a minimum of ten (10) years. The warranty must begin on the date of acceptance of the Goods by the Client Agency. During this warranty period, the Contractor shall repair or replace defective components and/or units at no cost to the Client Agency. All warranties include labor costs for warranty work. Warranty work can be performed either on-site or at an off-site location (the Contractor or authorized service provider facility), whichever would provide for the fastest response (turn-around time). The Contractor guarantees that any equipment replaced as a result of warranty work will be standard new equipment and Contractor shall use its best efforts to match replacements to existing products.

Installation: Contractor shall provide quotes upon Client Agency request. No travel time charges are allowed.

Exhibit B – Price Schedule:

Schedule A: Prices are listed at a discount off of Contractor's list. All prices must be net, including all transportation and delivery charges fully prepaid by the Contractor, F.O.B. Client Agency designated destination. No additional charges will be allowed for packing or packages. Minimum order charges are not allowed.

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

Schedule C: (Non-Prevailing Wage Job) Prices include all transportation charges fully prepaid by the Contractor, F.O.B. Client Agency designated destination, 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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Prevailing wage rates apply to Schedule B installations only. Prevailing wage rates do not apply to factory workers at the point of manufacture.

Contractor's Service Providers (identified in Exhibit B) if applicable must agree to pay prevailing wage rates for all service work performed for the State. Contractor(s) must incorporate the prevailing wage rates within Schedule B pricing. Contractor shall establish one rate across the board for all Service Providers servicing the account on their behalf.

The price schedule included in Exhibit B has incorporated a tiered pricing structure in order to meet the needs of the wide variety of anticipated users of the Contract. The aggregate price of all items on a purchase order determines which tier will be used in calculating the discount from list. Contractor shall allow multiple Client Agencies the ability to combine their purchases for a specific project (even through separate purchase orders) to collectively reach a greater tiered discount.

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

Delivery: At Client Agency request, Contractors are required to provide written estimated delivery times once an order has been placed. The Contractor is responsible for notifying the ordering Client Agency at least forty-eight (48) hours in advance of proposed delivery time.

Deliveries must be made as specified by the Client Agency during Client Agency designated normal business hours. All items must be delivered and set-up (if required) at the location specified by the Client Agency in accordance with good commercial practice and the terms contained herein.

Installation Availability: 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 product is being installed in accordance with the Client Agency approved design layout.

2. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

(b) Mandatory Extension to State Entities

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political subdivisions of the State (towns and municipalities), schools, and not-for-profit organizations.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(c) P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may 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 by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

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

(d) Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

(e) Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(f) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

(g) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
 - 1. Name
 - 2. Date of Birth
 - 3. Social Security Number
 - 4. Driver's License Number
 - 5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.
- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

or given by any person confined therein, shall be guilty of a class A misdemeanor.
[Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]

3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
 2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
 2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.