

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) Pricing

Contractors shall provide discount off from list pricing as described in Exhibit B for new system workstation products, furniture storage rates and labor rates for furniture reconfiguration of existing workstations.

(b) System Furniture (Workstations/Cubicles) Specifications

Systems furniture consists of new workstation/cubicle furniture products with both monolithic and stackable panels, non-acoustical and acoustical options and ergonomic system furniture accessories.

The following is a list of minimum quality standards for system furniture and related accessories:

- Work surfaces must be covered with high-pressure plastic laminate meeting current industry standards. The laminate surface must be of uniform quality, free from blisters, wrinkles, cracks, scratches, dent marks, heat marks and other defects.
- Work surfaces must be available in variable adjustable heights in accordance with industry standards.
- Furniture may not exhibit exposed raw metal edges. All hardware must be corrosion resistant.
- All welding, riveting, and bracing must assure rigid joints in proper alignment and adequate strength for the furniture's intended use. Welds must be sound and without porosity. Exterior welds must be smooth. Interior welds must be finished to eliminate sharp edges or rough surfaces. Corners must be smooth, rounded and polished.
- The bottoms of all shelves and cabinets must be constructed of steel.
- Drawers must have a safety interlocking mechanism. All drawer and shelf suspension components must travel easily and smoothly. All moving parts must be permanently lubricated. Suspension must accommodate uneven drawer loads or indirect push and/or pull forces. The suspensions (drawer supports) must be of the ball bearing and/or solid type and designed to permit drawers or shelves to be closed by pressure applied at any point on the drawer or shelf front without binding. Drawer stops must prevent the drawer or shelf from falling from the cabinet when fully extended.
- All fabric coverings must be soil and fade resistant with no tears, puckers, weave lines, or unfinished edges.
- No seams or fabric joints may be visible in the face of the panels and the weave must be straight with the panel.
- All fabric trim colors must be selected from the manufacturer's standard finishes.
- Panel frames must be steel, wood, or a combination thereof and be concealed from view.
- All wood or wood products used must be treated with non-toxic flame retardants.
- Acoustical panels must have a center septum or a solid mass material such as metal, or hardboard and the panel interior must contain fiberglass or an equivalent non-toxic fire retardant acoustical insulation.

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- If post assemblies are required they may be either an integral part of the panel frame or a separate assembly.
- Panels must be available with or without raceways, depending on the Client Agency needs.
- The panel system must provide the necessary stability to make the system safe and free from sway.
- Tops over 72" inches long must have at least one full depth intermediate support.
- Wire accessibility must be provided by holes with grommets in the work surface or a concealed raceway to the top of the surface.
- Corner posts may be offered in either painted or fabric wrapped as standard configuration.
- All components that rest on the floor must have rustproof floor glides that adjust to maintain the panels are level.
- Powered and non-powered panels must be available. When powered panels are requested then the power components must be capable of accepting a top, belt line or bottom raceway with power feed.
- Panel systems must offer a raceway with the capacity to provide routing for electrical, data, and communication cables.
- Raceways should be punched and non-punched from the factory for voice, data and electrical outlet locations.
- Voice and data wiring should have their own dedicated raceway on a two tier shielded raceway.

(c) **General Requirements**

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.

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.

Environmentally preferable attributes include:

- Made of recycled content
- Made of post-consumer content

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- Recyclable
- Less- or non-toxic or
- Energy efficient

Contractor shall include information on the applicable 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.

Industry-Accepted Guidelines: All Goods specifications must meet or exceed the industry-accepted guidelines set forth by the furniture industry as they are generally understood and accepted within that industry across the nation, which includes products, services and warranties.

ANSI-BIFMA (American National Standards Institute and Business and Institutional Furniture Manufacturer's Association) Furniture Standards: All product offerings must meet all current and furniture ANSI-BIFMA specifications for all product lines. Product offerings must meet or exceed set standards and must maintain all appropriate ANSI-BIFMA standards throughout the term of the Contract.

Metal Surface Coating Standards: All metal surfaces must utilize a plated or baked enamel (or equal) coating process. Powder coating is highly desirable.

Lock Accessory Standards: All furniture pieces that have locks as a standard or optional accessory must have locks that secure all drawers and be accompanied by the appropriate set of keys upon delivery and installation.

Underwriters Laboratories, Inc. (UL) Standards: Goods with electrical components must meet all appropriate current and future Underwriters Laboratories Inc. specifications. Product offerings must meet or exceed set standards and must maintain all appropriate UL standards throughout the term of the Contract.

Americans with Disabilities Act (ADA) Standards: Product offerings must include products within the furniture line to accommodate individuals with physical disabilities.

Volatile Organic Compounds: Product offerings 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 as such standard may be updated or superseded from time to time, using either the concentration modeling approach or the emissions factor approach.

Flame Retardants: All furniture product must be free of toxic flame retardant chemicals at levels above 1,000 parts per million, excluding electrical components, or that they utilize flame retardants for which comprehensive toxicity data is available and demonstrates, to Client Agency satisfaction, that the flame retardant is not toxic.

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Warranty: All Goods must meet or exceed the Contractor's standard warranty and 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 may 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.

Exhibit B – Price Schedule:

Schedule A: Prices are listed at a discount off of Contractor's list. All prices are 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.

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

Contractor shall insure that its Service Providers (identified in Exhibit B) pay prevailing wage rates for all service work performed for the State when such wages are applicable. Prevailing wage rates are incorporated within Schedule B pricing.

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 to combine their purchases for a specific project (even through separate purchase orders) to collectively reach a greater tiered discount.

Contractors shall inform DAS-Procurement Services immediately of promotional sales or discounts when they occur, as well as decreases to the catalog prices for contracted items, and shall pass savings attributable to such decreases along to the State during the Contract term.

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

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.

Storage Charges: The Contractor shall have the ability to provide storage of furniture until new building(s) or building renovations are completed. Storage charges may not accrue until sixty (60) calendar days after the scheduled delivery date upon the Client Agency indicating they still cannot accept delivery. Storage charges are identified in Exhibit B – Price Schedule of this Contract.

Design Services: The Contractor shall provide design layout services free of charge for all new Goods ordered. If the Client Agency requires existing furniture to be incorporated into the new furniture product layout, then the existing furniture design labor is billable to the Client Agency at an hourly rate described in Exhibit B.

Labor Charges: The Contractor shall provide labor rates for moving and reconfiguring existing furniture only. Any applicable labor charges are already incorporated into the Contractor discounted pricing structure for Goods ordered under this Contract. Labor charges will only be billable for Client Agency owned furniture at the rate listed in Exhibit B.

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.

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(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.

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(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.