

HOW TO USE CONTRACT #16PSX0171 INSTRUCTIONS

Contract Overview:

This contract is for new systems furniture workstation products and other related furniture reconfigure services only. Moving and storage services are also available through this contract. This contract does not include lateral file cabinets, vertical file cabinets, conference tables, desk chairs, side chairs or office supply products that should be purchased through other established DAS contracts.

This systems furniture contract has been awarded as a multiple award to many different systems furniture manufacturers (contractors). The manufacturers (contractors) have also named their authorized service providers (dealers), who are able to sell their awarded manufacturer product through this contract. Purchase orders are to only be placed directly with manufacturer named authorized service provider(s) / dealers referenced for each manufacturer service provider section within Exhibit B.

DAS recommends that agencies utilize the bookmarks (located to the left) to navigate through this contract with ease.

HOW TO USE THIS CONTRACT:

If an agency is looking to match existing furniture product, they should first see if the manufacturer is on contract award for the particular furniture category. If they are, please utilize the bookmarks and go to the manufacturer's pricing information. Review price lists and discount structures for the contracted product to see who the manufacturer has named as their authorized service provider on the contract. If the manufacturer is not on award or existing product does not need to be matched, the agency should review the awarded manufacturer products to obtain price quotes and product information.

There are over 20 Service Providers (dealers) authorized to sell awarded systems furniture product on this contract. Some of the authorized service providers are Connecticut certified small business vendors and some authorized service providers could be represent more than one manufacturer. Therefore, when agencies request quotes, they could possibly get several different manufacturer quotes from one or more service provider. It is the agency's responsibility to review contract manufacturers by product, review manufacturer's price schedules and verify the manufacturers authorized service providers (dealers).

REQUESTING CONTRACT PRICING:

To get product information and price quotes from authorized service providers (dealers), please communicate with the designated manufacturer's authorized service providers to determine if the installation requires prevailing wages or not. If prevailing wages are required for the furniture installation; the agency should assist the service provider in obtaining the required Department of Labor forms. The service provider will need to submit the required paperwork for the furniture / project installation.

DAS recommends that users have the service provider(s) submit pricing in the following format:

Qty / Description/ Contract Catalog List Pricing / Contracted Discounted (Net) Pricing / Extended Sell

Example of Price Quote Request Format:

Qty	Description	Contract Catalog List Price	Contract Discounted Net Price	Extended Sell Price
3	Workstation Panel (Include Mfg Name, Model #, finish etc)	\$500.00	\$250.00	\$750.00

(Contract Discount) (Qty x Net = price)

By requesting pricing in this format, the contract user can verify that they are receiving correct contract pricing. Service providers can also provide product brochures and catalogs.

PRICING DISCOUNT SUMMARY:

All new furniture product purchased on this contract is **FOB Destination**. **No Fuel Surcharges will be allowed on invoices.**

Schedule A Discounted Pricing – Dock Drop Shipment Only – No installation included

Schedule B Discounted Pricing – Prevailing Wages Rates Required for the Project / Installation included in discounted pricing.

Schedule C Discounted Pricing – No Prevailing Wage Rates Required / Installation included in discounted pricing.

If you have any questions in regards to this contract, please contact Susanne Hawkins at (860) 713-5064. Thank you.

CONTRACT AWARD
SP-38 - Rev. 11/17/16
Prev. Rev. 5/21/14

Susanne Hawkins
Contract Specialist

860-713-5064
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

16PSX0171

Contract Award Date:

1 April 2017

Bid Due Date:

9 November 2016

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Systems Workstation Furniture**

FOR:
All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:

April 1, 2017 through September 1, 2022

AGENCY REQUISITION NUMBER: 0000004317

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$2,500,000.00 Est.	\$2,500,000.00 Est.		\$5,000,000.00 Est.

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Affordable Interior Systems, Inc.**

Company Address: **25 Tucker Drive, Leominster, MA 01453**

Tel. No.: **(978) 562-7500 Ext. 123**

Fax No.: **(978) 562-0811**

Contract Value: **\$100,000.00 Est.**

Delivery: **15 – 20 Days ARO**

Contact Person: **Bryan Poist, CFO**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: bpoist@ais-inc.com or www.ais-inc.com

Remittance Address: **Same As Above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Allsteel Inc.**

Company Address: **2210 Second Avenue, Muscatine, IA 52761**

Tel. No.: **(563) 272-4441**

Fax No.: **(563) 272-4441**

Contract Value: **\$100,000.00 Est.**

Delivery: **4 to 6 Weeks ARO**

Contact Person: **Cindy Hermann**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: proposals@allsteeloffice.com or www.allsteeloffice.com

Remittance Address: **13358 Collections Center Drive**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Artopex Inc.**

Company Address: **800 Vadnais Street, Granby, Quebec, Canada, J2J1A7**

Tel. No.: **(800) 363-3040**

Fax No.: **(450) 378-9712**

Contract Value: **\$100,000.00 Est.**

Delivery: **4 to 6 Weeks ARO**

Contact Person: **Daniel Levesque**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: d.levesque@artopex.com or www.artopex.com

Remittance Address: **Same As Above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Global Industries, Inc.**

Company Address: **17 West Stow Road, Marlton, NJ 08053**

Tel. No.: **(800) 220-1900 Ext. 2551**

Fax No.: **(856) 552-1069**

Contract Value: **\$100,000.00 Est.**

Delivery: **4 to 6 Weeks ARO**

Contact Person: **Joseph Freund**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: jfreund@globalfurnituregroup.com or www.globalfurnituregroup.com/us/

Remittance Address: **P.O. Box 970, Marlton, NJ 08053**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Groupe Lacasse LLC**

Company Address: **222 Merchandise Mart Plaza, Suite 1042, Chicago, IL 60654**

Tel. No.: **(888) 522-2773 Ext. 1142**

Fax No.: **(800) 461-2643**

Contract Value: **\$100,000.00 Est.**

Delivery: **6 Weeks ARO**

Contact Person: **Ben Wagenmaker**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: customerservice@groupelacasse.com or www.groupelacasse.com

Remittance Address: **21553 Network Place, Chicago, IL 60673**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Haworth**

Company Address: **One Haworth Center, M-40, Holland, MI 49423**

Tel. No.: **(860) 985-6677**

Fax No.: **(616) 820-8113**

Contract Value: **\$100,000.00 Est.**

Delivery: **4 to 6 Weeks ARO**

Contact Person: **Larry Bibri**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: larry.bibri@haworth.com or www.haworth.com

Remittance Address: **Haworth, Inc., P.O. Box 93237, Chicago, IL 60673-3237**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Herman Miller, Inc.**

Company Address: **855 E. Main Avenue, Zeeland, MI 49464**

Tel. No.: **(860) 361-9242**

Fax No.: **(203) 329-8838**

Contract Value: **\$100,000.00 Est.**

Delivery: **4 to 8 Weeks ARO**

Contact Person: **Marcia Fowler**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: Marcia_fowler@hermanmiller.com or www.hermanmiller.com

Remittance Address: Same As Above

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Inscap dba Office Specialty**

Company Address: **221 Lister Avenue, Falconer, NY 14733**

Tel. No.: **(905) 836-7676**

Fax No.: **(905) 836-6000**

Contract Value: **\$100,000.00 Est.**

Delivery: **45 Days ARO**

Contact Person: **Valerie Windrim**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: govteam@inscapesolutions.com or www.inscapesolutions.com

Remittance Address: Same As Above

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Kimball Office Inc.**

Company Address: **1600 Royal Street, Jasper, IN 47549**

Tel. No.: **(800) 482-1616**

Fax No.: **(812) 481-6273**

Contract Value: **\$100,000.00 Est.**

Delivery: **60 Days ARO**

Contact Person: **Mike Wagner**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: mike.wagner@kimball.com or www.kimballoffice.com

Remittance Address: Same As Above

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Knoll Inc.**

Company Address: **1235 Water Street, East Greenville, PA 18041**

Tel. No.: **(401) 258-6995**

Fax No.:

Contract Value: **\$100,000.00 Est.**

Delivery: **42 Days ARO**

Contact Person: **Joe Dwyer, Regional Director**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: joe_dwyer@knoll.com or www.knoll.com

Remittance Address: Same As Above

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: Krueger International, Inc. dba KI

Company Address: 1330 Bellevue Street, Box 8100, Green Bay, WI 54308-8100

Tel. No.: (800) 454-9796 Ext. 2564

Fax No.: (920) 468-2781

Contract Value: \$100,000.00 Est.

Contact Person: Lee Amundson

Delivery: 4 to 6 Weeks ARO

Contact Person Address: Same As Above

Company E-mail Address and/or Company Web Site: lee.amundson@ki.com or www.ki.com

Remittance Address: P.O. Box 204576, Dallas, TX 75320-4576

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: Steelcase, Inc.

Company Address: 901 44th Street, SE, Grand Rapids, MI 49508

Tel. No.: (617) 894-0330

Fax No.: (413) 363-1079

Contract Value: \$100,000.00 Est.

Contact Person: Jonathan A. Flink

Delivery: 4 to 6 Weeks ARO

Contact Person Address: 300 East River Drive, East Hartford, CT 06108

Company E-mail Address and/or Company Web Site: jflink@steelcase.com or www.steelcase.com

Remittance Address: 901 44th Street, SE, Grand Rapids, MI 49508

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: Teknion LLC

Company Address: 350 Fellowship Road, Suite 100, Mount Laurel, NJ 08054

Tel. No.: (856) 552-5618

Fax No.: (856) 552-5830

Contract Value: \$100,000.00 Est.

Contact Person: Angie Hoffman

Delivery: 4 to 6 Weeks ARO

Contact Person Address: Same As Above

Company E-mail Address and/or Company Web Site: angie.hoffman@teknion.com or www.teknion.com

Remittance Address: P.O. Box 8538—143, Philadelphia, PA 19171

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: Trendway Corporation

Company Address: 13467 Quincy Street, Holland, MI 49422

Tel. No.: (616) 399-3900 Ext. 5418

Fax No.: (616) 399-0668

Contract Value: \$100,000.00 Est.

Contact Person: Matt Hinueber

Delivery: 30 to 45 Days ARO

Contact Person Address: Same As Above

Company E-mail Address and/or Company Web Site: mhinueber@trendway.com or www.trendway.com

Remittance Address: Same As Above

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **MELODY A. CURREY**

Title: Commissioner

Date:

CONTRACT

16PSX0171

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Affordable Interior Systems, Inc.

Allsteel Inc.

Artopex Inc.

Global Industries, Inc.

Groupe Lacasse LLC

Haworth

Herman Miller, Inc.

Inscape dba Office Specialty

Kimball Office Inc.

Knoll Inc.

Krueger International, Inc. dba KI

Steelcase, Inc.

Teknion LLC

Trendway Corporation

Awarded Contractors

SYSTEMS WORKSTATION FURNITURE

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Contract Document

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This Contract (the "Contract") is made as of April 1, 2017 (the "Effective Date") as shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, 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) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS 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.
 - (e) 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

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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 Invitation to Bid and set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (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) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) 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.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

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2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through September 1, 2022.

The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

3. Description of Goods or Services and Additional Terms and Conditions. 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:

(1) 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.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

- (c) If Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

- (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,

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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 #36. 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, 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;

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- (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, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor 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.
- 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 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.
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the 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 Termination 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, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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, DAS, 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.

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- (c) DAS 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 DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client 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 DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the 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.
 - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client 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 Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client 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 DAS or the Client Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS 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 DAS.
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

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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 Termination 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 Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate 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. 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 Terminate 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 Terminate 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.

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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 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.

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- (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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) 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;
 - (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.

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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 parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (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 Commissioner of DAS, in consultation with 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 or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this

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paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, 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.
24. 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.
25. 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.
26. 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 Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, 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 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 Section 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

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default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by 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 Terminated;
- (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 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 Invitation to Bid 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 Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;

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- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) 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 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 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;

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- (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.

28. 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 (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, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by 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 intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the

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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. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. 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.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, 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.
31. 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.
32. 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. 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. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 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.

33. Non-discrimination.

(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;

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(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "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;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "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;

(9) "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

(10) "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 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).

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(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, gender identity or expression, intellectual disability, 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, gender identity or expression, intellectual disability, 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 § 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

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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.

34. 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;

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- (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, 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.
35. **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.

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36. **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
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Susanne Hawkins

If to the Contractor:

At the address set forth on Form SP-38.

37. **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.

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

(h) Reserved

38. 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.

39. 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.

40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

41. 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.

42. 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.

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43. Audit and Inspection of Plants, Places of Business and Records.

- (a) 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.
- (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) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (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 Contract, or (ii) the expiration or earlier termination of this Contract, 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.

44. 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 Emergency Services and Public Protection 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.

45. 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.

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46. 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.
47. 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.
48. 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.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid 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 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 Contractor 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 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 Bid, 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 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

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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.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

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

52. 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.

53. 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

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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.

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid 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.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract 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 Contract.

56. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(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 Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Health Insurance Portability and Accountability Act of 1996.
This paragraph was intentionally left blank.

59. 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 DAS 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;

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Contract Document

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- (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 DAS, the Client Agency 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 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 Client Agency 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 DAS, the Client Agency, 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 Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- 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

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- 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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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.

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.

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Affordable Interior Systems, Inc.

Contractor Warranty: Meets or Exceeds 10 Years Yes

Contractor Price Book Name(s) / Number(s) / Date(s): AIS Systems Price List 2015/2016

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
Systems Furniture	Matrix, Divi, Oxygen, Aloft, Mwall, AO2	72.22%	63.26%	68.05%	78.89%	72.09%	75.72%	80.55%	74.28%	77.63%	81.39%	75.39%	78.60%	81.94%	76.11%	79.23%	15 - 20 Days
Systems Furniture	Compete, Compete Studio	80.00%	73.55%	77.00%	80.83%	74.65%	77.95%	81.11%	75.02%	78.28%	81.94%	76.12%	79.23%	82.22%	76.49%	79.55%	15 - 20 Days

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$ 0.45	Per SF Per Day
\$ 2.15	Per SF Per Week
\$ 13.65	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$ 75.00	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 43.00	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$ 148.00	Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$ 65.00	Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B #16PSX0171

Contractor Name: Affordable Interior Systems, Inc.

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.

Service Provider #1

Name:	W.B. Mason				
Address:	43 North Road				
City:	East Windsor	State:	CT	Zip Code:	06088
	SBE/MBE?		Phone #	(800) 242-5892	Fax # (860) 292-6645

Contractor Service Provider Info.

Service Provider #2

Name:	John Watts Associates				
Address:	121 Roberts Street Suite A				
City:	East Hartford	State:	CT	Zip Code:	06108
	SBE	SBE/MBE?	Yes	Phone #	(860) 528-1110
				Fax #	(680) 291-8585

Contractor Service Provider Info.

Service Provider #3

Name:	Insalco Corporation				
Address:	345 Highland Ave				
City:	Cheshire	State:	CT	Zip Code:	06410
	SBE	SBE/MBE?	Yes	Phone #	(203) 272-4249
				Fax #	(203) 272-2048

Contractor Service Provider Info.

Service Provider #4

Name:	Creative Office Interiors				
Address:	141 Elliott Street E				
City:	Hartford	State:	CT	Zip Code:	06114
	SBE	SBE/MBE?	Yes	Phone #	(860) 525-3133
				Fax #	(860) 525-1498

Contractor Service Provider Info.

Service Provider #5

Name:	OFI				
Address:	28 Garfield Street				
City:	Newington	State:	CT	Zip Code:	06111
	SBE/MBE?	No	Phone #	(860) 257-4900	Fax # (860) 257-4899

Exhibit B #16PSX0171

Contractor Name: Affordable Interior Systems, Inc.

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.

Service Provider #6

Name:	Red Thread				
Address:	300 East River Drive				
City:	East Hartford	State:	CT	Zip Code:	06108
	SBE/MBE?	No	Phone #	(413) 736-1802	Fax # (413) 736-6145

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Allsteel Inc.
 Contractor Warranty: Meets or Exceeds 10 Years Lifetime
 Contractor Price Book Name(s) / Number(s) / Date(s): See Below
 Standard Terms: Net 45 Days

Allsteel Optimize Systems Specifications and Price List 2016, Form #A8364.A1 dated 3/27/16
Allsteel Concensys Systems Specifications and Price List 2016, Form #A8365.A1 dated 3/27/16
Allsteel Stride Systems Specifications and Price List, Form #A8361.A1 dated 3/27/16
Allsteel Further Specifications and Price List, #A8363.A1 dated 3/27/16
Allsteel Terrace Systems Specifications and Price List, Form #A8362.A1 dated 3/27/16
Allsteel Altitude Tables from the Seating, Collaboration, & Tables Specifications and Price List, Form #A8367.C1 dated 3/27/16

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
		A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	
Systems Furniture	Allsteel Stride, Terrace	66.00%	48.00%	52.00%	66.00%	48.00%	52.00%	69.00%	59.00%	62.50%	70.00%	60.00%	63.50%	71.00%	64.00%	64.50%	4-6 weeks
	Further, Concensys, Optimize	66.00%	48.00%	52.00%	66.00%	48.00%	52.00%	69.00%	59.00%	62.50%	70.00%	60.00%	63.50%	71.00%	64.00%	64.50%	4-6 weeks
	Approach, Align Desking, Altitude Tables	66.00%	48.00%	52.00%	66.00%	48.00%	52.00%	69.00%	59.00%	62.50%	70.00%	60.00%	63.50%	71.00%	64.00%	64.50%	4-6 weeks

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$ 0.45 Per SF Per Day
\$ 3.00 Per SF Per Week
\$ 13.65 Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$ 55.00 Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 43.00 Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$ 148.00 Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$ 65.00 Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Artopex Inc.

Contractor Warranty: Meets or Exceeds 10 Years Lifetime

Contractor Price Book Name(s) / Number(s) / Date(s): Air Line dated January 1st 2010 + 8% increase sticker, Take Off System dated January 1st 2008 + 10% increase sticker, Uni-T System dated June 4th 2015, Nano dated March 1st 2008 + 10% increase sticker, Time dated March 1st 2008 + 10% increase sticker.

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
		A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	
Systems Furniture	Air Line	50%	43%	46%	52%	45%	48%	54%	47%	50%	56%	49%	52%	58%	51%	54%	4 - 6 weeks ARO
	Take Off System	50%	43%	46%	52%	45%	48%	54%	47%	50%	56%	49%	52%	58%	51%	54%	4 - 6 weeks ARO
	Uni-T System	50%	43%	46%	52%	45%	48%	54%	47%	50%	56%	49%	52%	58%	51%	54%	4 - 6 weeks ARO
	Nano	50%	43%	46%	52%	45%	48%	54%	47%	50%	56%	49%	52%	58%	51%	54%	4 - 6 weeks ARO
	Time	50%	43%	46%	52%	45%	48%	54%	47%	50%	56%	49%	52%	58%	51%	54%	4 - 6 weeks ARO

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$	N/A	Per SF Per Day
\$	"	Per SF Per Week
\$	"	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$	N/A	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$	N/A	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$	N/A	Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$	N/A	Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B #16PSX0171

Contractor Name: Artopex Inc.

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.
Service Provider #1

Name:	Real Integrated Systems Inc.					
Address:	69 East Avenue					
City:	Norwalk	State:	CT	Zip Code:	06851	
SBE	SBE/MBE?	Yes	Phone #	(203)283-9541	Fax #	(203)283-9540

Contractor Service Provider Info.
Service Provider #2

Name:	Jefferson Business Interiors, LLC					
Address:	85 Research Drive					
City:	Stamford	State:	CT	Zip Code:	06906	
SBE	SBE/MBE?	Yes	Phone #	(203)967-1900	Fax #	(203)967-1908

Contractor Service Provider Info.
Service Provider #3

Name:	Creative Office Interiors LLC					
Address:	510 Hudson Street					
City:	Hartford	State:	CT	Zip Code:	06106	
SBE	SBE/MBE?	Yes	Phone #	(860)525-3133	Fax #	(860)525-1498

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Global Industries, Inc.

Contractor Warranty: Meets or Exceeds 10 Years Yes

Contractor Price Book Name(s) / Number(s) / Date(s): Evolve Furniture Group Price List Dated 3/1/2014 revised February 2016; Compile Price List Dated 1/1/2016 revised February 2016

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C			
Systems Furniture	Evolve	56.00%	32.00%	46.00%	60.00%	42.00%	51.50%	62.00%	50.00%	54.00%	62.00%	50.00%	54.00%	63.00%	52.00%	55.50%	30-45 Days

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$ 0.45	Per SF Per Day
\$ 2.15	Per SF Per Week
\$ 13.65	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$ 85.00	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 65.00	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$ 93.00	Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor \$130.00
\$ 93.00	Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B #16PSX0171

Contractor Name: Global Industries, Inc.

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.

Service Provider #1

Name:	Insalco Corporation						
Address:	7 Capital Drive						
City:	Wallingford	State:	CT	Zip Code:	06492-		
	SBE	SBE/MBE?	YES	Phone #	203-269-1238	Fax #	203-265-9378

Contractor Service Provider Info.

Service Provider #2

Name:	Red Thread Spaces LLC					
Address:	300 East River Drive					
City:	East Hartford	State:	CT	Zip Code:	06108-	
	SBE/MBE?	No	Phone #	860-528-9981	Fax #	860-528-1843

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Groupe Lacasse LLC
 Contractor Warranty: Meets or Exceeds 10 Years Yes
 Contractor Price Book Name(s) / Number(s) / Date(s): Nvision March 2016
 Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required
 Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount
 Schedule C - No Prevailing Wage Rates Required for Project / Installation Included in Discount
Contractor must provide Service Provider(s) information with the Dealer Tab
Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
Systems Furniture	Nvision	62%	50%	56%	62%	50%	56%	64%	52%	58%	66%	54%	60%	66%	54%	60%	45 Days

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$ 1.00	Per SF Per Day
\$ 5.00	Per SF Per Week
\$ 20.00	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$ 70.00	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 70.00	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$ 105.00	Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$ 105.00	Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B #16PSX0171

Contractor Name: Groupe Lacasse LLC

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.

Service Provider #1

Name:	John Watts Associates						
Address:	1221 Roberts St.						
City:	East Hartford	State:	CT	Zip Code:	06108-0000		
	SBE	SBE/MBE?	Yes	Phone #	860-528-1110	Fax #	860-291-8585

Contractor Service Provider Info.

Service Provider #2

Name:	Insalco Corporation						
Address:	7 Capital Dr.						
City:	Wallingford	State:	CT	Zip Code:	06492-0000		
	SBE	SBE/MBE?	Yes	Phone #	203-269-1238	Fax #	203-265-9378

Contractor Service Provider Info.

Service Provider #3

Name:	Office Furniture Inc.						
Address:	28 Garfield St.						
City:	Newington	State:	CT	Zip Code:	06111-0000		
		SBE/MBE?	No	Phone #	800-283-3357	Fax #	860-665-7498

Contractor Service Provider Info.

Service Provider #4

Name:	Robert H. Lord Company, Inc.						
Address:	220 Chapel Road						
City:	Manchester	State:	CT	Zip Code:	06040-0000		
		SBE/MBE?	No	Phone #	860-645-8700	Fax #	860-645-9100

Contractor Service Provider Info.

Service Provider #5

Name:	Workspace Consulting Group						
Address:	2777 Summer St., 2nd Floor						
City:	Stamford	State:	CT	Zip Code:	06905-0000		
	MBE	SBE/MBE?	Yes	Phone #	203-548-0305	Fax #	203-547-6035

Exhibit B #16PSX0171

Contractor Name: Groupe Lacasse LLC

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.						
Service Provider #6						
Name:	Wyndham Corporate Interiors LLC					
Address:	208 Providence Road					
City:	Brooklyn	State:	CT	Zip Code:	06234-0000	
SBE	SBE/MBE?	Yes	Phone #	860-774-8110	Fax #	860-774-8131

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Haworth, Inc.

Contractor Warranty: Meets or Exceeds 10 Years Lifetime

Contractor Price Book Name(s) / Number(s) / Date(s): UniGroup Too, Unigroup & Places, Compose, Race & Premise - June 2015 price list.

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
Systems Furniture	Unigroup TOO, Unigroup	70%	59%	63%	70%	59%	63%	70%	59%	63%	70%	59%	63%	70%	59%	63%	4-6 weeks
Systems Furniture	Adaptable Components	70%	59%	63%	70%	59%	63%	70%	59%	63%	70%	59%	63%	70%	59%	63%	4-6 weeks
Systems Furniture	Premise, Compose	67%	57%	61%	67%	57%	61%	67%	57%	61%	67%	57%	61%	67%	57%	61%	4-6 weeks

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$ XX	Per SF Per Day
\$ XX	Per SF Per Week
\$00.65	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$80.00	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$60.00	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$120.00	Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$ 90.00	Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B #16PSX0171

Contractor Name: Haworth, Inc

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.
Service Provider #1

Name:	John Watts Associates, Inc.						
Address:	121 Roberts Street						
City:	East Hartford	State:	CT	Zip Code:	06108-0000		
	SBE	SBE/MBE?	Yes	Phone #	860-528-1110	Fax #	860-291-8585

Contractor Service Provider Info.
Service Provider #2

Name:	Robert H Lord Co						
Address:	20 Chapel Road						
City:	Manchester	State:	CT	Zip Code:	06042-0000		
		SBE/MBE?	No	Phone #	860-645-8700	Fax #	860-645-9100

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Herman Miller, Inc.

Contractor Warranty: Meets or Exceeds 10 Years Yes

Contractor Price Book Name(s) / Number(s) / Date(s): February 1, 2016

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C			
Systems Furniture	Canvas Office Landscape	60.00%	53.50%	56.50%	63.50%	55.50%	58.50%	67.50%	60.50%	63.00%	69.00%	62.00%	65.00%	69.75%	63.00%	65.75%	30-60 Days
	AO and Ethospace	60.00%	53.50%	56.50%	63.50%	55.50%	58.50%	67.50%	60.50%	63.00%	69.00%	62.00%	65.00%	69.75%	63.00%	65.75%	30-60 Days
	Resolve and Locale	55.00%	47.00%	50.00%	58.00%	48.00%	51.00%	60.00%	52.00%	54.50%	61.00%	53.00%	55.50%	61.00%	53.00%	55.50%	30-60 Days
	Thrive Portfolio and Public Office Landscape	50.00%	40.00%	44.00%	53.00%	43.00%	46.00%	55.00%	45.00%	49.00%	56.00%	46.00%	50.50%	56.00%	46.00%	50.50%	30-60 Days
	Tu Pedestals	60.00%	53.50%	56.50%	63.50%	55.50%	58.50%	67.00%	59.50%	62.50%	69.00%	62.00%	65.00%	69.00%	62.00%	65.00%	30-60 Days
	Meridian Pedestals	56.00%	51.50%	54.50%	58.00%	53.50%	56.50%	59.00%	54.50%	57.50%	60.00%	55.50%	58.50%	60.00%	55.50%	58.50%	30-60 Days

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$ 1.50	Per SF Per Day
\$ N/A	Per SF Per Week
\$ N/A	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$ 85.00	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$50.00	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm & Prevailing Wage Labor \$78.00
\$75.00	Per Hour Rate for Overtime Non-Prevailing Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor \$117.00
\$100.00	Per Hour Non-Prevailing Rate for Weekend (Saturday & Sunday) and Holidays & Prevailing \$156.00

Exhibit B #16PSX0171

Contractor Name: Herman Miller, Inc.

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.

Service Provider #1

Name:	Office Furniture Inc.				
Address:	28 Garfield Street				
City:	Newington	State:	CT	Zip Code:	00000-6111
	SBE/MBE?	No	Phone #	860 666 3357	Fax # (860) 666-7498

Contractor Service Provider Info.

Service Provider #2

Name:	Durkin Co Inc. d/b/a Stamford Office Furniture				
Address:	328 Selleck Street				
City:	Stamford	State:	CT	Zip Code:	00000-6902
	SBE/MBE?	No	Phone #	203 348 2657	Fax # 203-348-0712

Contractor Service Provider Info.

Service Provider #3

Name:	Office Furniture, Inc.				
Address:	1010 Washington Boulevard				
City:	Stamford	State:	CT	Zip Code:	00000-6901
	SBE/MBE?	No	Phone #	860 666 3357	Fax # (860) 666-7498

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Inscape

Contractor Warranty: Meets or Exceeds 10 Years

Yes

Contractor Price Book Name(s) / Number(s) / Date(s): _____

Inscape System January 2015 Price List

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
Systems Furniture	Inscape System (includes Planna, Storwal & Bench)	53%	51%	52%	58%	56%	57%	58%	56%	57%	62%	61%	62%	67.5%	66.5%	67%	45 Days

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$ 5.00	Per SF Per Day
\$ 35.00	Per SF Per Week
\$ 50.00	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 60.00	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$ 80.00	Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$ 80.00	Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Kimball Office Inc.

Contractor Warranty: Meets or Exceeds 10 Years Yes

Contractor Price Book Name(s) / Number(s) / Date(s): Systems (PLSYS) 12/1/16, Xsede (PLXSEDE) 12/1/16, Hum (PLHUM) 12/1/16, Perks (PLPRK) 12/1/16

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C			
Systems Furniture	Systems	63%	58%	60%	63%	58%	60%	66%	62%	64%	66%	62%	64%	68%	64%	66%	60 Days
	Xsede	63%	58%	60%	63%	58%	60%	66%	62%	64%	66%	62%	64%	68%	64%	66%	60 Days
	Hum	63%	58%	60%	63%	58%	60%	66%	62%	64%	66%	62%	64%	68%	64%	66%	60 Days
	Perks	52%	48%	50%	52%	48%	50%	54%	50%	52%	54%	50%	52%	56%	52%	54%	60 Days

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$.30	Per SF Per Day
\$ 1.50	Per SF Per Week
\$ 8.00	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$ 65.00	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 65.00	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$ 100.00	Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$ 100.00	Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Contractor Name: Kimball Office Inc.

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.

Service Provider #1

Name:	Red Thread				
Address:	300 E. River Dr.				
City:	East Hartford	State:	CT	Zip Code:	06108-4205
	SBE/MBE?	No	Phone #	860-528-9981	Fax # 860-528-1843

Contractor Service Provider Info.

Service Provider #2

Name:	Real Integrated System				
Address:	75 Cascade Blvd.				
City:	Milford	State:	CT	Zip Code:	06460-2849
	SBE	SBE/MBE?	Yes	Phone #	203-283-9541
				Fax #	203-853-9540

Contractor Service Provider Info.

Service Provider #3

Name:	Office Furniture Inc.				
Address:	28 Garfield St.				
City:	Newington	State:	CT	Zip Code:	06111-28333
	SBE/MBE?	No	Phone #	860-666-3357	Fax # 860-665-7498

Contractor Service Provider Info.

Service Provider #4

Name:	Declercq Office Group				
Address:	1227 Whitney Ave.				
City:	Hamden	State:	CT	Zip Code:	06517-2801
	WBE	SBE/MBE?	Yes	Phone #	203-230-9144
				Fax #	203-230-9380

Contractor Service Provider Info.

Service Provider #5

Name:	Peabody Office - CT				
Address:	2842 Main St., Ste. 247				
City:	Glastonbury	State:	CT	Zip Code:	06033-1077
	SBE/MBE?	No	Phone #	860-559-8357	Fax # 617-542-2741

Contractor Service Provider Info.

Service Provider #6

Name:	Arenson Office Furnishings					
Address:	300 First Stamford Pl					
City:	Stamford		State:	CT	Zip Code:	06902-6765
		SBE/MBE?	No	Phone #	203-348-2900	Fax #

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Knoll Inc.

Contractor Warranty: Meets or Exceeds 10 Years Yes

Contractor Price Book Name(s) / Number(s) / Date(s): Dividends Horizon February 2016

Autostrada February 2016

Morrison February 2016

Reff Profiles Volumes 1 and 2 February 2016

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO			
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+						
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES						
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C			
Systems Furniture	Dividends Horizon	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	42 Days
	Autostrada	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	42 Days
	Morrison	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	42 Days
	Reff Profiles Volumes 1 & 2	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	68%	59%	61%	42 Days

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$.06	Per SF Per Day
\$.40	Per SF Per Week
\$ 1.40	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$ 75.00	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 55.00	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$ 83.00	Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$ 110.00	Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B #16PSX0171

Contractor Name: Knoll Inc.

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.
Service Provider #1

Name:	DeClercq Office Group						
Address:	1227 Whitney Avenue						
City:	Hamden	State:	CT	Zip Code:	06517-		
	WBE	SBE/MBE?	Yes	Phone #	201-230-9380	Fax #	203-230-9380

Contractor Service Provider Info.
Service Provider #2

Name:	Office Resources Inc.						
Address:	100 Pearl Street						
City:	Hartford	State:	CT	Zip Code:	06103-		
		SBE/MBE?	No	Phone #	860-218-2080	Fax #	860-218-2081

Exhibit B Price Schedule for #16PSX0171

Contractor Name: **Krueger International, Inc. dba KI**

Contractor Warranty: **Meets or Exceeds 10 Years** **Yes**

Contractor Price Book Name(s) / Number(s) / Date(s): _____ **Systems 3000 KI-11388R2**
Unite System KI-11557
WireWorks Panel System KI-11392R1

Standard Terms: **Net 45 Days**

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
		A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	
Systems Furniture	System3000 Panel System	49%	30%	35%	51%	32%	37%	52%	34%	39%	53%	35%	40%	53%	35%	40%	35-42 Days
Systems Furniture	Unite System	49%	30%	35%	51%	32%	37%	52%	34%	39%	53%	35%	40%	53%	35%	40%	42-65 Days
Systems Furniture	WireWorks Panel System	49%	30%	35%	51%	32%	37%	52%	34%	39%	53%	35%	40%	53%	35%	40%	35-44 Days

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$ 0.45	Per SF Per Day
\$ 2.15	Per SF Per Week
\$ 13.65	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$ 85.00	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 38.00	Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$ 76.00	Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$ 76.00	Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Steelcase

Contractor Warranty: Meets or Exceeds 10 Years Yes

Contractor Price Book Name(s) / Number(s) / Date(s): Price List 184 / October 2016

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C			
Systems Furniture	Answer	56%	49%	53%	57%	50%	54%	58%	51%	55%	60%	53%	57%	61%	54%	58%	4-6 Weeks
	Avenir	56%	49%	53%	57%	50%	54%	58%	51%	55%	60%	53%	57%	61%	54%	58%	4-6 Weeks
	Montage	56%	49%	53%	57%	50%	54%	58%	51%	55%	60%	53%	57%	61%	54%	58%	4-6 Weeks
	Post & Beam	56%	49%	53%	57%	50%	54%	58%	51%	55%	60%	53%	57%	61%	54%	58%	4-6 Weeks
	Series 9000	56%	49%	53%	57%	50%	54%	58%	51%	55%	60%	53%	57%	61%	54%	58%	4-6 Weeks
	Kick	54%	47%	51%	54%	47%	51%	55%	48%	52%	58%	51%	55%	61%	54%	58%	4-6 Weeks
	c:scape	47%	40%	44%	47%	40%	44%	48%	41%	45%	48%	41%	45%	50%	43%	47%	4-6 Weeks
	Height Adjustable Worksurfaces	51%	44%	48%	52%	45%	49%	53%	46%	50%	54%	47%	51%	55%	48%	52%	4-6 Weeks
	Worktools	49.5%	42.5%	46.5%	50.0%	43.0%	47.0%	50.5%	43.5%	47.5%	51.0%	44.0%	48.0%	51.5%	44.5%	48.5%	4-6 Weeks
	Premium Whiteboards	41%	34%	38%	42%	35%	39%	43%	36%	40%	44%	37%	41%	45%	38%	42%	4-6 Weeks
	Standard & Utility Lighting	56%	49%	53%	57%	50%	54%	58%	51%	55%	60%	53%	57%	61%	54%	58%	4-6 Weeks
	LED, Bottomline, & Underline Lighting	47%	40%	44%	47%	40%	44%	48%	41%	45%	49%	42%	46%	50%	43%	47%	4-6 Weeks

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C			

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$0.60 Per SF Per Day (No charge for first 60 days)
\$0.35 Per SF Per Week (No charge for first 60 days)
\$1.05 Per SF Per Month (No charge for first 60 days)

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$75.00 Hourly Rate for Design Services of Existing Product

Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$48.00 Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$71.00 (Overtime) & \$79.00 (Prevailing Wage) Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$92.00 Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B #16PSX0171

Contractor Name: Steelcase

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.

Service Provider #1

Name:	Red Thread					
Address:	300 East River Drive					
City:	East Hartford	State:	CT	Zip Code:	06108	
	SBE/MBE?	No	Phone #	860-528-9981	Fax #	860-528-1843

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Teknion LLC

Contractor Warranty: Limited Lifetime (Warranty Complies with Exhibit A Requirements)

Contractor Price Book Name(s) / Number(s) / Date(s):

- teknion boulevard price guide January 2016
- teknion district price guide 10.24.2016
- teknion leverage price guide 10.24.2016
- teknion t/o/s price guide 10.24.2016
- teknion transit price guide 10.24.2016

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
		A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	
Systems Furniture	Boulevard	67%	56%	60%	68%	57%	60%	68%	58%	61%	69%	59%	62%	70%	60%	63%	28 - 42
Systems Furniture	District	67%	54%	58%	68%	56%	60%	69%	62%	62%	71%	62%	64%	72%	64%	67%	28 - 42
Systems Furniture	Leverage	67%	54%	58%	68%	56%	60%	69%	62%	62%	71%	62%	64%	72%	64%	67%	42 - 56
Systems Furniture	T/O/S	67%	54%	58%	68%	56%	60%	69%	62%	62%	71%	62%	64%	72%	64%	67%	42 - 56
Systems Furniture	Transit	67%	54%	58%	68%	56%	60%	69%	62%	62%	71%	62%	64%	72%	64%	67%	42 - 56

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$1.35 per sq. ft.	Per SF Per Day (After 60 Days)
N/A	Per SF Per Week
\$5.40 per sq. ft.	Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$70.00	Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 65.00 for Non-Prevailing Wage / \$115.00 for Prevailing Wage = Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$ 95.00 Per Hour Rate for Non Prevailing Wage on Weekend (Saturday & Sunday) and \$130 per hour for Non Prevailing Wage on Holidays
\$172.50 Per Hour Rate for Prevailing Wage on Weekend (Saturday & Sunday) and \$230.00 Per Hour for Prevailing Wage on Holidays

Exhibit B #16PSX0171

Contractor Name: Teknion LLC

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.
Service Provider #1

Name: NBI New England DBA Interscape Commercial Environments
 Address: 960 Main Street

City: Hartford State: CT Zip Code: 06103
 WBE SBE/MBE? Yes Phone # 860.882.5903 Fax # 860.882.5295

Contractor Service Provider Info.
Service Provider #2

Name: SWC Office Furniture
 Address: 375 Fairfield Avenue

City: Stamford State: CT Zip Code: 06901
 SBE/MBE? No Phone # 203.967.8367 Fax #

Exhibit B Price Schedule for #16PSX0171

Contractor Name: Trendway Corporation

Contractor Warranty: Meets or Exceeds 10 Years Yes - Complies with Exhibit A Requirement

Contractor Price Book Name(s) / Number(s) / Date(s): Choices June 2015 PL.316, Capture June 2015 PL.327, Pack June 2015 PL.323, Contrada March 2015, PL.319

Standard Terms: Net 45 Days

Schedule A - Drop Ship to Dock / No Installation Required

Schedule B - Prevailing Wage Rates Required for Project; Contractor to Incorporate Rates into Discount / Installation Included in Discount

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

Contractor must provide Service Provider(s) information with the Dealer Tab

Contractor must submit discounts for All Schedules - A, B & C and only one discount structure can be submitted for each sub category

CATEGORY	Product Line(s)	Tier 1 DISCOUNT			Tier 2 DISCOUNT			Tier 3 DISCOUNT			Tier 4 DISCOUNT			Tier 5 DISCOUNT			DELIVERY DAYS ARO
		Off Mfg. List Price \$1 - \$24,999			Off Mfg. List Price \$25,000 - \$99,999			Off Mfg. List Price \$100,000 - \$249,999			Off Mfg. List Price \$250,000 - \$399,999			Off Mfg. List Price \$400,000+			
		SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			SCHEDULES			
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
Systems Furniture	Choices, Capture, Pack, Contrada	57%	43%	50%	61%	47%	54%	63%	50%	57%	65%	52%	59%	68%	55%	62%	30-45

Storage Rates - Contractor to establish same rate per square foot for all Service Provider(s):

\$ 0.45 Per SF Per Day
\$ 2.15 Per SF Per Week
\$ 13.65 Per SF Per Month

Design Service Rate - Contractor to establish same rate for all Service Provider(s) for design services of existing furniture product:

\$ 85.00 Hourly Rate for Design Services of Existing Product
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Installation Rates to Reconfigure Existing Furniture - Contractor to establish same rate for all Service Provider(s) to reconfigure existing furniture product:

\$ 38.00 Per Hour for Normal Work Day Hours M-F 8:00am to 5:00pm
\$76.00 Per Hour Rate for Overtime Hours M-F 5:01pm to 7:59am & Prevailing Wage Labor
\$76.00 Per Hour Rate for Weekend (Saturday & Sunday) and Holidays

Exhibit B #16PSX0171

Contractor Name: Trendway Corporation

Contractor Service Provider(s) Minimum of 1 / Maximum of 6
Note: Service Providers need to maintain their account information on BizNet

Contractor Service Provider Info.

Service Provider #1

Name:	Insalco					
Address:	7 Capital Drive					
City:	Wallingford	State:	CT	Zip Code:	06492	
SBE	SBE/MBE?	Yes	Phone #	203-269-1238	Fax #	203-265-9378



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

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

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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 of solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 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 possible consequences of their violations may also be subject to civil penalties of up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, 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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

Project: Systems Workstation And Cubical Office Furniture For The Department Of
Administrative Services

Exhibit D

Prevailing Wage Information for
Bid #16PSX0171

**Minimum Rates and Classifications
for Building Construction**

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

ID# : B 22707

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:

Project Town: Statewide

State#: 16PSX0171

FAP#:

Project: Systems Workstation And Cubical Office Furniture For The Department Of
Administrative Services

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	35.75	28.82
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**		
1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

Exhibit D

Prevailing Wage Information for
Bid #16PSX0171

As of: Thursday, September 29, 2016

Project: Systems Workstation And Cubical Office Furniture For The Department Of
Administrative Services

2) Boilermaker	35.24	25.01
<hr/>		
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	29.16 + a
<hr/>		
3b) Tile Setter	34.30	24.15
<hr/>		
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
<hr/>		
3d) Tile, Marble & Terrazzo Finishers	26.43	20.59
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3e) Plasterer	33.48	29.16
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As of: Thursday, September 29, 2016

Project: Systems Workstation And Cubical Office Furniture For The Department Of
Administrative Services

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90
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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) P6 and P7 rate is \$26.80.	28.80	18.90
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90
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Project: Systems Workstation And Cubical Office Furniture For The Department Of
Administrative Services

4e) Group 6: Blasters, nuclear and toxic waste removal. 31.55 18.90

4f) Group 7: Asbestos/lead removal and encapsulation (except it's
removal from mechanical systems which are not to be scrapped). 29.55 18.90

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring
crew. 28.38 18.90

4h) Group 9: Top men on open air caisson, cylindrical work and boring
crew. 27.86 18.90

4i) Group 10: Traffic Control Signalman 16.00 18.90

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. 32.00 24.42

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Administrative Services

5a) Millwrights	32.47	24.84
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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)	38.65	24.42+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.25%+11.81
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Linemen/Cable Splicer	45.43	6.25%+20.70
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8) Glazier (Trade License required: FG-1,2)	35.58	20.15 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.22	31.99 + 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 and Tunnel Boring Machines. (Trade License Required)	38.55	23.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.23	23.55 + 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.). (Trade License Required)	37.49	23.55 + a
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Administrative Services

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
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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)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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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).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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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).	35.03	23.55 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	32.99	23.55 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	32.99	23.55 + a
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Group 12: Wellpoint operator.	32.93	23.55 + a
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Group 13: Compressor battery operator.	32.35	23.55 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	31.21	23.55 + a
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Project: Systems Workstation And Cubical Office Furniture For The Department Of
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	30.80	23.55 + a
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Group 16: Maintenance Engineer/Oiler.	30.15	23.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.04	23.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	32.02	20.15
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Project: Systems Workstation And Cubical Office Furniture For The Department Of
Administrative Services

10b) Taping Only/Drywall Finishing 32.77 20.15

10c) Paperhanger and Red Label 32.52 20.15

10e) Blast and Spray 35.02 20.15

11) Plumber (excluding HVAC pipe installation) (Trade License required:
P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) 40.62 29.71

12) Well Digger, Pile Testing Machine 33.01 19.40 + a

13) Roofer (composition) 34.12 18.58

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Project: Systems Workstation And Cubical Office Furniture For The Department Of
Administrative Services

14) Roofer (slate & tile)	34.62	18.58
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	36.00	34.51
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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)	40.62	29.71
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-----TRUCK DRIVERS-----

17a) 2 Axle	28.83	21.39 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
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Project: Systems Workstation And Cubical Office Furniture For The Department Of
Administrative Services

17c) 3 Axle Ready Mix	28.98	21.39 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.03	21.39 + a
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17e) 4 Axle Ready Mix	29.08	21.39 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.28	21.39 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.08	21.39 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	41.37	20.77 + a
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Project: Systems Workstation And Cubical Office Furniture For The Department Of
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19) Theatrical Stage Journeyman	25.76	7.34
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Administrative Services

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*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rated capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

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. 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.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Thursday, September 29, 2016

Project: Systems Workstation And Cubical Office Furniture For The Department Of
Administrative Services

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: Thursday, September 29, 2016



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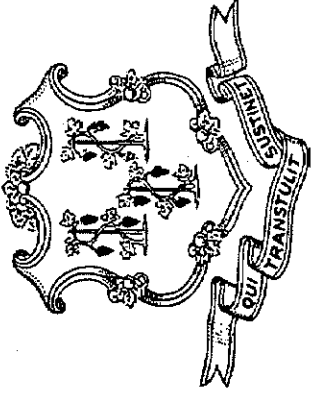
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PREVAILING WAGE BID PACKAGE

- [Prevailing Wage Law Poster](#) (PDF, 97KB)
- [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 \(Rev. 07/16\)](#) (PDF, 24KB)

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THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

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

- 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.

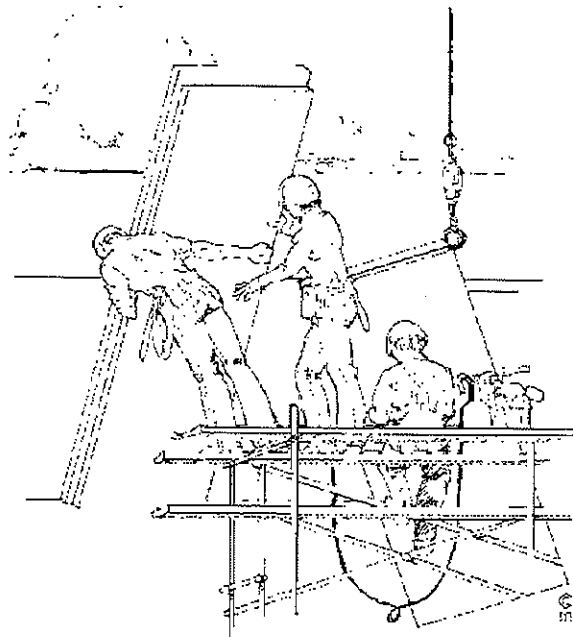
~NOTICE~

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
Construction Manager at Risk/General Contractor/Prime Contractor

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): _____



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- [FMLA](#)
- [Joint Enforcement Commission For Worker Misclassification \(JEC\)](#)
- [Stop Work Orders](#)
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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)

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certified payroll on the project.

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS
WEEKLY PAYROLL

Connecticut Department of Labor
 Wage and Workplace Standards Division
 200 Tolly Brook Blvd.
 Wethersfield, CT 06109

CONTRACTOR NAME AND ADDRESS: _____ SUBCONTRACTOR NAME & ADDRESS _____ WORKERS COMPENSATION INSURANCE CARRIER _____

PAYROLL NUMBER _____ Week-Ending Date _____ PROJECT NAME & ADDRESS _____ POLICY # _____ EFFECTIVE DATE: _____ EXPIRATION DATE: _____

PERSON/WORKER, ADDRESS and SECTION	APPR RATE % AND RACE*	MALE/ FEMALE	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	Total O/T Hours	BASE HOURLY RATE	TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY				
				S	M	T	W	TH	F	S							FEDERAL WITH- HOLDING	STATE WITH- HOLDING	LIST OTHER						
												\$		1. \$											
												\$		2. \$											
												\$		3. \$											
												\$		4. \$											
												\$		5. \$											
												\$		6. \$											
												\$		1. \$											
												\$		2. \$											
												\$		3. \$											
												\$		4. \$											
												\$		5. \$											
												\$		6. \$											

***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 person 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 person 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 person 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 persons name first appears.

(Signature) (Title) Submitted on (Date)

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

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

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

CONTRACTOR NAME AND ADDRESS: XYZ Corporation
2 Main Street
Yantic, CT 06389

WEEKLY PAYROLL

PROJECT NAME & ADDRESS: DOT 105-296, Route 82

WEEK-Ending Date: 9/26/09

PERSON/WORKER, ADDRESS AND SECTION: Robert Craft
81 Maple Street
Millimantic, CT 06226

PERSON/WORKER, ADDRESS AND SECTION: Ronald Jones
212 Elm Street
Norwich, CT 06360

PERSON/WORKER, ADDRESS AND SECTION: Franklin T. Smith
234 Washington Rd.
New London, CT 06320
SECTION B

PERSON/WORKER, ADDRESS AND SECTION	APPR RATE AND RACE	M/F	CLASSIFICATION	DAY AND DATE							Total Hours	BASE HOURLY RATE	TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
				S	M	T	W	TH	F	S						FEDERAL WITH- HOLDING	STATE WITH- HOLDING	LIST OTHER			
Robert Craft 81 Maple Street Millimantic, CT 06226	M/C		Electrical Lineman E-1 1234567 Owner OSHA 123456	20	21	22	23	24	25	26	40	\$ 30.75	1. \$ 5.80 2. \$ 2.50 3. \$ 2.01	\$ 1,582.80				P-xxxx	\$ 1,582.80	#123	\$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65% M/B		Electrical Apprentice OSHA 234567	8	8	8	8	8	8		40	\$ 19.99	1. \$ 1.00 2. \$ 2.00 3. \$ 3.00 4. \$ 4.00 5. \$ 5.00 6. \$ 6.00	\$ 1,464.80	xx.xx	xxx.xx	G-xxx	\$ 1,464.80	#124	\$ xxx.xx	
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B	M/H		Project Manager			8					8	\$ 1,500.00	1. \$ 1.00 2. \$ 2.00 3. \$ 3.00 4. \$ 4.00 5. \$ 5.00 6. \$ 6.00	\$ 1,500.00	xx.xx	xxx.xx	M-xxx		#125	\$ xxx.xx	

***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

1. 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.

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**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.

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.