

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Susanne Hawkins

Buyer Name

(860) 713-5064

Buyer Phone Number

CONTRACT AWARD NO.:

06PSX0106

Contract Award Date:

1 June 2006

Proposal Due Date:

1 May 2006

SUPPLEMENT DATE:

31 March 2008

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: Connecticut State Library Statewide Library Delivery System

FOR: Connecticut State Library
231 Capitol Avenue
Hartford, CT 06106
and Connecticut Public School Libraries

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

Date of Award through June 30, 2010

Contract Extension: July 1, 2010 through June 30, 2014

AGENCY REQUISITION NUMBER: 006_0106

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$1,000,000.00 Est.			1,000,000.00 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://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Company Name: **Service Warehousing & Logistics, LLC d.b.a. Avant Business Services**

Company Address: **130 Lenox Avenue, Stamford, CT 06906-2337**

Tel. No.: **(860) 296-1005 Ext. 4009**

Fax No.: **(860) 296-0479**

Contract Value: **\$2,000,000.00 Est.**

Contact Person: **J. Brian Zepf**

Delivery: **As Required**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site brainz@avantservices.com / www.avantservices.com

Remittance Address: **P.O. Box 5952, Grand Central Station, New York, NY 10163-5952**

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

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **Yes**

- This contract has been extended for an additional four (4) from July 1, 2010 through June 30, 2014.
- Contractor has agreed to reduce their price from \$9.00 to \$8.40 per stop.
- Effective April 1, 2009, Contractor reduce pricing will be implemented, reference the attached contract award price schedule for revised contracted pricing.

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

CAROL WILSON
Procurement Director

(Original Signature on Document in Procurement Files)

APPROVED _____

SUSANNE HAWKINS
Contract Specialist

(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT PROCUREMENT SERVICES CONTRACT AWARD SCHEDULE

CONTRACT AWARD #:
06PSX0106

REVISED PRICING - APRIL 1, 2009

CASH DISCOUNT:
1% NET 15 DAYS OF INVOICE DATE

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	<p>VENDOR IS TO PROVIDE DAILY DELIVERY OF LIBRARY MATERIALS FOR PUBLIC AND ACADEMIC LIBRARIES IN CONNECTICUT PER SPECIFICATIONS.</p>				
1.	<p>THE FOLLOWING IS THE COST FOR STOPS LISTED IN ROUTE A IN ATTACHEMENT 1 BASED ON <u>582 DELIVERIES</u> PER WEEK.</p>				
1 a.	Cost for providing delivery service to libraries listed on Attachment 1 of 582 deliveries per week.			<p>\$ <u>8.40</u> Per Stop Charge</p> <p>\$ <u>4,889.00 Est.</u> Weekly Cost</p> <p>\$ <u>21,186.00 Est.</u> Monthly Cost</p> <p>\$ <u>254,228.00 Est.</u> Annual Cost</p>	
1 b.	Cost (statewide average) for Connecticut State Library to add stops onto the current schedule, Attachment 1.			\$ <u>8.40</u> Per Stop Charge	
1 c.	Cost (statewide average) for other libraries (mainly schools) wishing to purchase stops under this agreement:			\$ <u>9.00</u> Per Stop Charge	
1 d.	Removal of delivery location from listed stops.			\$ <u>8.40</u> Per Stop Credit	
	<p><u>NOTE:</u> Proposers must bid on all items in Item 1.</p>				
	<p><u>Optional Bid</u> COST FOR VENDOR TO PROVIDE TRACKING OF INDIVIDUAL ITEMS FROM PICK-UP THROUGH DELIVERY.</p>				
2.	Total cost for providing tracking of items picked up and delivered to vendor delivery sites as listed in Attachment 1.			\$ <u>.90</u> Per Stop Charge	
	<p>Fuel Surcharges not allowed.</p>				

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

Teresa Dupont

Buyer Name

(860)713-5073

Buyer Phone Number

CONTRACT AWARD NO.:

06PSX0106

Contract Award Date:

1 June 2006

Proposal Due Date:

1 May 2006

SUPPLEMENT DATE:

6 March 2007

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: Connecticut State Library Statewide Library Delivery System

FOR: Connecticut State Library
231 Capitol Avenue
Hartford, CT 06106
and Connecticut Public School Libraries

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

Date of Award through June 30, 2010

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
No Change			No Change

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.

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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://www.das.state.ct.us/busopp.asp>)

Company Name: **Service Warehousing & Logistics, LLC d/b/a Avant Business Services**

Address: **130 Lenox Avenue, Stamford CT 06906-2337**

Remittance Address: **P.O. Box 5952, Grand Central Station, New York, NY 10163-5952**

Tel. No.: **(860) 296-1005 X 4009**

Fax No.: **(860) 296-0479**

Cell No.: **(860) 625-1298**

Contact Person: **J. Brian Zepf**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **Yes**

Company E-mail Address and/or Company Web Site brianz@avantservices.com / www.avantservices.com

Effective immediately, Service Warehousing & Logistics, LLC is now Service Warehousing & Logistics, LLC d/b/a Avant Business Services. Please use the updated information as listed above. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

TERESA DUPONT

Contract Specialist

(Original Signature on Document in Procurement Files)

Date Issued: 6 March 2007

CONTRACT AWARD
RFP-38 NEW 6/98

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

Teresa Dupont
Contract Specialist

(860) 713-5073
Telephone Number

CONTRACT AWARD NO.:

06PSX0106

Contract Award Date:

31 May 2006

RFP Due Date:

1 May 2006

CONTRACT AWARD

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

DESCRIPTION: Connecticut State Library Statewide Library Delivery System

FOR: Connecticut State Library
231 Capitol Avenue
Hartford, CT 06106
and Connecticut Public School Libraries

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
July 1, 2006 through June 30, 2010

AGENCY REQUISITION NUMBER: *Agency Req Number*****

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$850,000.00 est.			\$850,000.00 est.

NOTICE TO CONTRACTORS: This notice of award 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.

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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:

Company Name: **Service Warehousing & Logistics, LLC**

Address: **485 Ledyard Street, Hartford, CT 06114**

Remittance Address: **Grand Central Station, P.O. Box 5952, New York, NY 10163-5952**

Tel. No.: **(860) 296-1005 X 1009**

Fax No.: **(860) 296-0479**

Contract Value: **\$850,000.00 est.**

Cell No.: **(860) 625-1298**

Contact Person: **J. Brian Zepf**

Delivery: **As Required**

Certification Type (SBE, MBE, WBE or None): **None** Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **Yes**

Company E-mail Address and/or Company Web Site brianz@servicemessger.com or www.servicemessenger.com

APPROVED

TERESA DUPONT

Contract Specialist

(Original Signature on Document in Procurement Files)

Date Issued: 31 May 2006

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

RFP NO.:
06PSX0106

(860) 713-5073
Buyer Phone Number

Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 1 of 4

All Requests for Proposal issued by the Department of Administrative Services, Procurement Services will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposal.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.

The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this proposal and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Proposals

1. Proposals must be submitted on forms supplied by Procurement Services. Telephone or facsimile proposals will not be accepted in response to a Request for Proposal.

2. The time and date proposals are due is given in each RFP issued. Proposals received after the specified due date and time of RFP given in each RFP shall not be considered. RFP envelopes must clearly indicate the RFP number as well as the date and time that the RFP is due. The name and address of the Proposer should appear in the upper left hand corner of the envelope.

3. Incomplete RFP forms may result in the rejection of the proposal. Amendments to proposals received by Procurement Services after the due date and time specified, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. All proposals shall be signed by a person duly authorized to sign proposals on behalf of the proposer. Unsigned proposals may be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.

4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Proposal.

5. Alternate proposals will not be considered. An alternate proposal is defined as one which is submitted in addition to the proposers primary response to the Request for Proposal.

6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the proposal, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment

of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in proposal prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the proposer represents that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All proposals are subject to public inspection upon award.

Guaranty or Surety

11. Proposal and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

12. Accepted proposal samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted proposal sample.

13. Samples are furnished free of charge. Proposer must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Procurement Services may reject any proposer in default of any prior contract or guilty of misrepresentation or any proposer with a member of its firm in default or guilty of misrepresentation.

16. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.

Contract

17. Section 51 of Public Act No. 05-287 (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

RFP NO.:
06PSX0106

(860) 713-5073
Buyer Phone Number

Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 2 of 4

awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract. (c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Pursuant to the requirements of Section 37(c) of Public Act No. 05-287, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

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

20. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

21. Proposers have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified proposer.

22. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement

Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

23. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

24. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

25. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

Delivery

26. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.

27. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the proposal specifications.

28. Deliveries are subject to re-weighing on State sealed scales.

29. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

30. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

Tangible Personal Property

31. For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

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DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

RFP NO.:
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(860) 713-5073
Buyer Phone Number

Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 3 of 4

(a) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers 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;

(b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(c) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;

(d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(e) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in Conn. Gen. Stat. §12-1, 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.

32. 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.

Saving Clause

33. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

34. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

Rights

35. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

36. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

37. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Executive Orders

38. This Agreement is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms, 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 this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: [http://www.das.state.ct.us/Purchase/Info/ExecutiveOrders%203-16-17-7B Complete Text.pdf](http://www.das.state.ct.us/Purchase/Info/ExecutiveOrders%203-16-17-7B%20Complete%20Text.pdf)

Records, Files, and Information

39. The contract resulting from the RFP is subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, 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 (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. 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 the Freedom of Information Act. 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.

40. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

STANDARD RFP
TERMS AND CONDITIONS
RFP-19 Rev. 02/06
Prev. Rev. 02/06
Teresa Dupont
Buyer Name

(860) 713-5073
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

RFP NO.:
06PSX0106

Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 4 of 4

Health Insurance Portability and Accountability Act (HIPAA)
41. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and

disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

State of Connecticut

Request for Proposals

Connecticut Library Statewide Delivery Service

Department of Administrative Services

Date: March 31, 2006



State of Connecticut

Department of Administrative Services

Announcement of Request for Proposals to provide statewide delivery services on behalf of The Connecticut State Library and library affiliates.

Date **March 31, 2006**

RFP No. 06PSX0106

The State of Connecticut is committed to solicit proposals from qualified firms and organizations to provide daily delivery of library materials for public and academic libraries located throughout Connecticut. To that end, the Department of Administrative Services is seeking proposals for delivery services on behalf of the State of Connecticut Library and library affiliates.

The Department of Administrative Services welcomes the opportunity to work with our customers to provide a statewide delivery service system for the State of Connecticut as outlined throughout this RFP document.

We invite you to be part of this effort.

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Request for Proposals

Connecticut Library Statewide Delivery Service

Overview

The purpose of this Request for Proposal is to solicit proposals from qualified firms and organizations to provide daily delivery of library materials for public and academic libraries in Connecticut. Firms and organizations must meet the requirements as described within these specifications.

The Connecticut State Library provides a statewide delivery service for public and academic libraries called Connecticar. Handling approximately three and a half million items each year, it is the backbone of resource sharing among Connecticut's public and academic libraries. A portion of this delivery service is administered directly by the State Library. Approximately 2/3 of the service is out-sourced to a private vendor. The purpose of this RFP is to solicit bids for the out-sourced portion of the service. More information on the Connecticar service is available at: <http://ct.webjunction.org/do/DisplayContent?id=6018>

Connecticar currently delivers to 219 libraries that receive between three and five deliveries per week, depending on their volume. See Attachment 1 for a listing of libraries. This bid relates to libraries on Route A.

The Connecticar delivery service began in the 1970's to support resource sharing among libraries. At that time the state's public libraries began a reciprocal borrowing arrangement that allows any citizen in the state to use their hometown library card in any other public library. If they borrow an item from any public or academic library it may be dropped off at any library and Connecticar will return it to the owning library. In addition, Connecticar supports statewide interlibrary loan.

When a library user needs materials and information that their local library does not own, the user may request an interlibrary loan. The requested materials are sent from the owning library to the user's local library through Connecticar. Library users may also return materials borrowed from other member libraries to their own library, which uses Connecticar to return the item to the owning library. Use of the system continues to grow with improved Internet based interlibrary loan systems. (www.iconn.org).

Materials shipped include but are not limited to books, audiotapes, CDs, DVDs, videos, documents, envelopes, boxes of books and other library material.

Scope of Services / Specifications

FREQUENCY OF DELIVERIES

Delivery will be provided to 120 libraries in Connecticut listed as Route A in Attachment 1. The State Library handles delivery to the libraries listed on Route B. Delivery is defined as delivery Monday through Friday for the days indicated on Attachment 1, between the hours of 9:00 AM and 4:00 PM except for the official State of Connecticut holidays (refer to Section 8). Vendor must maintain a 98% delivery rate. Vendor is not allowed to charge any overtime or work on any state holiday.

- Estimated number of items shipped per year 3,500,000
- Estimated number of items per day 14,500
- The range of items to be picked up on one day at each library may vary from 1 item to over 300.

The number of stops is indicated on Attachment 1 with the only exception for the holidays listed in Section 8.

Vendor will sort all items overnight so items will be delivered on the next delivery date for the receiving library. Items sent to libraries on Route B must be bulk sorted and delivered to the State Library facility at 75 Van Block Street, Hartford, CT each day (<http://www.cslib.org/facvb.htm>). Items sent from Route B libraries to Route A libraries will be bulk sorted by the State Library. The vendor will pick these items up each day from the Van Block facility and deliver to the receiving library the next day. The vendor will maintain a secure sorting facility.

The Connecticut State Library may wish to remove or add stops to its delivery schedule. Vendors will provide a cost for adding stops. A stop is defined as going to one library once. The State Library may also wish to remove a stop: if for example a library reduces its hours or closes. This price would be subtracted from our scheduled payments. Schools or additional libraries may wish to receive delivery service. If so, the vendor is asked to provide a per stop price. These schools or libraries would be billed directly. We do not anticipate that this option will be heavily used.

DELIVERY TIMES

The vendor will schedule its delivery time during the hours a library is open between 9:00 a.m. and 4:00 p.m. Delivery will be to a specific area within the library, but close to the entrance. Exceptions will be negotiated with the library and the Division of Library Development. The vendor will notify the library and the Division of Library Development by the close of the next business day of any missed stops.

MISSED DELIVERY/STOP AND PENALTIES

- The Connecticut State Library reserves the right to deduct from the amount due the vendor for missed deliveries as follows:
 - If the vendor does not notify the State Library by noon of the next day of missed deliveries, twice the delivery charge may be deducted from the amount due the vendor.
 - If the vendor misses more than one stop to a library during any five consecutive working days, twice the delivery charge for each missed stop may be deducted from the amount due the vendor.
- Vendor must maintain a 98% delivery rate each month or the Connecticut State Library has the right to cancel the contract.

OPTIONAL TRACKING SYSTEM

The Connecticut State Library is interested in exploring the possibilities of a tracking system for individual items. Proposers are invited to submit a project plan and costs for this option. Most library materials to be tracked have a unique barcode. The barcode is either on the outside of the item or the inside cover of a book. All barcodes are 14-digit coda bar, mod-10 format. Each public library in Connecticut has a unique 5 digit prefix. The tracking system should, at a minimum, verify the date an item was picked up and when it was delivered to either a library or the Connecticut State Library facility at Van Block Avenue in Hartford.

BILLING

The Division of Library Development will be billed monthly in arrears, net 45 days, for the service. The Contractor shall attach the full schedule of costs for the entire period of this agreement, including procedures for additions, deletions and changes.

MATERIALS

Materials to be shipped include but are not limited to books, audiotapes, CDs, DVDs, videos, documents, envelopes, boxes of books and other library material. Library materials that are NOT to be delivered by the vendor include:

- a. Oversized/heavy packages: individual packages may not weigh more than 50 lbs in weight and not to exceed more than 130" in length, plus width, plus height of the longest side.
- b. Fragile/breakable items
- c. Equipment
- d. Furniture
- e. Materials of a rare or irreplaceable nature.

PACKAGING AND ADDRESS REQUIREMENTS

All items shipped will have an appropriate routing slip that contains the shipping date, town and library name. A sample slip is attached in Attachment 2. No other special packaging will be required except that libraries are required to ship CDs and DVDs in padded envelopes. Guidelines and shipping procedures are listed in Attachment 3. If vendor wishes to propose an alternative packaging procedure that will exceed the specification requirements of the library and streamline the process they may do so in the RFP response. However, the Connecticut State Library reserves the right to choose which procedure to implement.

AWARD

The successful vendor shall not begin or perform any service until after the Connecticut State Library has issued a purchase order. After the issuance of the purchase order by the Connecticut State Library, the awarded vendor must complete a delivery schedule that is acceptable to the Connecticut State Library prior to beginning service or any parts thereof. If both parties are in agreement with the proposed delivery schedule, the vendor will, with the written approval from the agency, commence delivery service to the libraries.

VENDOR REQUIREMENTS/RESPONSIBILITY:

The vendor agrees to the following:

- a. To perform all the services listed in the proposal specifications.
- b. Contractor shall not commence work for the Connecticut State Library until all insurance required under the contract requirements is furnished the Department of Administration Services (DAS).
- c. Contractor shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Contract including, but not limited to, acts of commission or omission (collectively, the "Acts") by the Contractor or any of its members, directors, officers, shareholders, or employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties"); (2) liabilities arising, directly or indirectly, in connection with this Contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Contract; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. 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 to the Contractor reasonable notice of any such Claim. The Contractor shall also use counsel reasonably acceptable to the State in carrying

out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Contract, and shall not be limited by reason of any insurance coverage.

d. The successful vendor agrees that the resulting contract may not be assigned, transferred, or conveyed.

e. The State will not be liable for any expense incurred by the successful vendor as a consequence of any traffic infraction or parking violations attributable to employees of the vendor.

f. This is a full service contract. For the purposes of this contract full service shall mean that the successful vendor's proposal price includes, but is not necessarily limited to: all labor, material and equipment costs; all emergency work; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily thereto, are deemed to be understood by the vendor and included herein.

g. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the successful vendor has based his bid on the more expensive manner. Final decision will rest with DAS/Procurement Services.

h. The quality of service shall be subject to inspection, including unannounced site visits to sorting facilities by the State of Connecticut at any time.

i. The State reserves the right to reject and bar from the facility any employee hired by the vendor. The vendor agrees that, upon request by the state, the contractor shall remove the work crew, any of his personnel, who are in the opinion of the state, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but not limited to, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance. The state is empowered to request that the vendor replace the offending personnel immediately. The state may require replacement and removal from the work crew, any employee who is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population.

j. DAS/Procurement Services' interpretation of specifications shall be final and binding upon the successful vendor.

k. If a library wishes liability coverage for a shipment, then the vendor's standard manifests form will be used, with the terms and limits specified thereon.

l. To make every attempt to locate missing or lost materials in the delivery system. If the State Library chooses to purchase a system / process to track items, the vendor will accommodate the State of Connecticut to the best of their ability.

m. To schedule its delivery time during the hours a library is open. Exceptions will be negotiated with the Division of Library Development. The vendor will not deliver items if the library is closed unless an alternate arrangement has been confirmed in writing through the Division of Library Development. Re-delivery will be tried the next scheduled delivery day.

n. To notify the Division of Library Development of missed stops by email or fax before the end of the next business day.

o. To not bill the Division of Library Development for pick-ups or deliveries from/to stops not on the master list or not otherwise authorized by the Division of Library Development. To maintain records including, but not limited to the driver's daily log sheet and an undeliverable items list. Specific procedures to verify that the driver does stops as scheduled may be arranged between the Division of Library Development and the vendor.

- p. The vendor will be responsible and to pay any and all replacement costs for materials that have been lost or damaged while in the custody of the vendor. Liability for such damage or loss of material shall be limited to the actual replacement cost of the material, in accordance with the standard procedures that have been established by the owning library for any material damaged or lost, and shall be made in accordance with insurance claims procedure.
- q. To make additions, deletions and other changes to the delivery schedule after being given 10 days written notice by the Connecticut State Library. Such additions, deletions, or other changes will be billed at the rate specified in the RFP proposal schedule response and contract with the vendor.
- r. That the Connecticut State Library takes no responsibility for any action taken by the vendor with its internal operations, including personnel, or any other aspect of this service to the Connecticut State Library resulting from the resolution of any problem with delivery to/from any stops.
- s. To assign an official contact for the purpose of this agreement.
- t. To have a current valid vendor registration to do business in the State of Connecticut on file at the Connecticut Secretary of the State's Office, Commercial Recording Division and is licensed to do business in the State of Connecticut.
- u. All employees under this program must adhere to all established library building security policies and procedures.
- v. The Vendor will name a single individual as project manager for the project. The manager will see that contract requirements are met and will be the focal point for problem resolution.
- w. Comply with customer service standards as detailed in this document's scope of services.
- x. Vendor's personnel shall bear identification cards at all times with their name as well as the firm name listed on the card.
- y. Under no circumstances shall the vendors or any subcontractor's personnel be deemed employees of the state. Vendor or subcontractor personnel shall not represent themselves to be employees of the state.
- z. All delivery vehicles must be supplied by vendor and maintained in a clean condition.

CONNECTICUT STATE LIBRARY REQUIREMENTS:

The Division of Library Development of the Connecticut State Library agrees to the following:

- a. To provide the vendor with a Master List of Library stops and to provide written changes to that list in a timely manner, with a minimum of ten days notice for additions/deletions/address changes.
- b. Through its promotion of the service to its members, to use its best efforts to prevent material not covered by this agreement from being placed into the system by member libraries.
- c. Through its promotion of the service to the libraries, keep them informed as to the packaging/labeling/handling requirements for efficient and secure delivery of materials put unto the system for delivery.
- d. To provide sufficient delivery bins for the transfer of materials to and from delivery sites. Replacement of bins will be the vendor's responsibility.
- e. To pay all undisputed invoices net 45 days.

f. To assign one contact for the overall coordination of issues between the vendor and individual libraries and any other issues resulting from the contract.

MANAGEMENT REPORTS:

The vendor is required to submit activity reports to the Connecticut State Library on a monthly basis. The reports shall be provided in either electronic format or computer generated spreadsheets and shall provide the following information listed for each library:

- List by name and date of delivery those libraries served during the specific reporting month.

PROJECT MANAGEMENT:

The vendor will name a single individual as project manager for the project. The project manager will see that contract requirements are met and will be the focal point for problem resolution.

HOLIDAYS:

The following are the 2006 legal holidays to be recognized under this Agreement:

The dates of State Holidays in subsequent contract years may be found on the Department of Administrative Services website at: <http://www.das.state.ct.us/> during the length of the contract period.

The Holidays to be observed by the State of Connecticut in 2006 are:

ACTUAL DATE IN 2006	HOLIDAY	OBSERVED ON
January 1	New Year's Day	Monday, January 2, 2006
January 15	Martin Luther King's Day	Monday, January 16, 2006
February 12	Lincoln's Birthday	Monday, February 13, 2006
February 22	Washington's Birthday	Monday, February 20, 2006
April 14	Good Friday *	Friday, April 14, 2006
May 29	Memorial Day	Monday, May 29, 2006
July 4	Independence Day	Tuesday, July 4, 2006
September 4	Labor Day	Monday, September 4, 2006
October 12	Columbus Day	Monday, October 9, 2006
November 11	<i>Veterans' Day</i>	<i>Friday, November 10, 2006</i>
November 23	Thanksgiving Day **	Thursday, November 23, 2006
December 25	Christmas Day	Monday, December 25, 2006

Proposal / Contract Requirements

I. **Contract Period**

The State intends that this contract shall be in effect for a period of (4) four years, beginning date of award through June 30, 2010.

The State reserves the sole right to extend this contract for a period up to the full original contract term, or parts thereof.

II. **Quantities and/or Usages**

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

III. **Pricing**

Prices must remain firm for the first two years of the contract period. After the second year of the contract period, the awarded contractor(s) may file for a price adjustment consistent with and relative to price changes originating on the market trends (e.g. CPI) on an annual basis. The new pricing medium must be sent with the request for adjustment. Requests for such an adjustment must be fully and properly documented and, if approved, shall be firm for until the next annual anniversary date of the contract. The State reserves the right to reject any requested price adjustments if the best interests of the state will be served.

To request a price adjustment, the contractor(s) must submit a formal request to Susanne Hawkins, Contract Specialist at the Department of Administrative Services/Procurement Services, Box 150414, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06115-0414, within thirty (30) days of the annual anniversary date of the contract. If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by any State agency prior to the effective date will be honored by the Contractor at the price in effect at the time of the issuance of the purchase order.

IV. **Contract Separately / Additional Savings Opportunities**

The State reserves the right to either seek additional discounts from the contractor(s) or to contract separately for a single purchase, if in the judgment of DAS/Procurement Services, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the published contract prices, whether or not such a savings actually occurs.

V. **Brand Name Specifications and/or References**

Brand names or Catalogs referenced or implied in the specifications of this request for proposal are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Proposals are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for each item. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

Proposal / Contract Requirements

VI. P-Card (Purchasing Credit Card)

The State of Connecticut uses a Mastercard purchasing card for order placement and payment in many instances. Suppliers who accept credit cards should anticipate that some or all orders issued as a result of this request for proposal might be paid by using the purchasing card. The Supplier shall be aware that he/she is responsible for the credit card user-handling fee associated with credit card purchases. Suppliers should only charge to the State's Mastercard when the goods are delivered (physical receipt of goods, at store), or are shipped.

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

VII. E-Commerce (Electronic Commerce)

Vendors receiving awards from this request for proposal may be required to use the State's E-commerce service during the contract term to receive orders from the State of Connecticut. Contractors that do not and/or cannot comply with our E-Commerce requirements when required, and/or fail to provide functional data files within a reasonable amount of time specified by the State may be terminated from this contract award.

VIII. Contract Award

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in its entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Vendor Award

IX. Change of Address

In the event the contractor moves or updates contact information, it is the responsibility of the contractor to advise Procurement Services of such changes in writing. The State will not be held responsible for payments or purchase orders delayed due to the lack of routing caused by the lack of notification on the contractor's part. Change of address or telephone updates must be forwarded to: Department of Administrative Services, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106, Attn: Susanne Hawkins, Contract Specialist.

X. Security

Contractor must adhere to established security and/or property entrance policies and procedures established for each requesting State Library Entity. It is the responsibility of each contractor to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

Proposal / Contract Requirements

XI. Insurance

Contractor shall not commence work under this contract until all insurance required under this Section has been obtained, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained.

A) 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 Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

B) Automobile Liability

\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, leased, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

C) Workers Compensation and Employers' Liability

Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee, and \$500,000 disease-policy limit.

D) Minimum Scope of Insurance

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with the Department of Administrative Services on the standard Accord Certificate of Insurance form showing the specified insurance and limits. The State of Connecticut shall be named as an Additional Insured for liability coverage required under this agreement. The Contractor's insurer shall have no right of recovery of subrogation against the State and the Contractor's insurance shall be primary coverage. The Certificate Holder Box shall read: State of CT., DAS/Procurement Services, 165 Capitol Ave., Hartford, CT 06106.

XII. Bonds:

There are no bond requirements at this time. Deliveries requiring bonds should be negotiated with the supplier prior to the purchase and they should be detailed on the purchase order.

XIII. Standard Wage Regulations:

Contractors must comply with all provisions of Substitute Senate Bill No. 1056, Public Act No. 99-142, An Act Setting Standard Wage Rates for Certain Works. Information regarding this Public Act and when it applies can be obtained from the Department of Labor's web site:

<http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>. Questions concerning the provisions and implementation of this act should be referred to Gary W. Pechie, Director, Connecticut Department of Labor, Wage and Workplace Standard Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-114, (860) 263-6790 or his designated representative.

Proposal / Contract Requirements

XIV. Preferred Sources:

All proposers should note that certain legally established preferred source suppliers such as Correctional Enterprises of Connecticut (C.E.C), Services for the Blind, as well as various community organizations for the Disabled may be designated as a "Preferred Source", as outlined in §18-88g, §10-298a and §17b-656, respectively.

XV. EDI (Electronic Data Interchange):

The State of Connecticut has implemented PeopleSoft Version 8.4 e-procurement solution. The PeopleSoft system can deliver Purchase Orders (PO's) to the vendors using the ANSI X12 document exchange standard, commonly referred to as Electronic Data Interchange (EDI). The ANSI X12 standard defines the data format to facilitate the electronic exchange of many business documents between trading partners.

Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process **and are listed in order of relative importance.**

1. Applicable Content

- a. Ability to meet specifications, requirements, terms and conditions
- b. Ability to provide service
- c. Ability to adhere to delivery requirements
- d. Extent of ability to fulfill delivery services to the geographic areas

2. Business Information:

- a. Length of Time in Business
- b. Proof of Appropriate Insurance
- c. References

3. Account Management

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

4. Value

- a. Form RFP-16 Proposal Schedule

Instructions to Proposers

I. Proposal Schedule

Release of RFP:	Date: March 31, 2006
Receipt of Questions:	Date: April 11, 2006
Answers to Questions posted as Addendum:	Date: April 13, 2006
Proposal Due Date:	Date: May 1, 2006, by 2:00 pm

During the period from your organization's receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the Department of Administrative Services, Attn.: Susanne Hawkins, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106 or Email Susanne.Hawkins@ct.gov.

II. Questions

Questions for the purpose of clarifying the RFP must be submitted in writing and must be received in Procurement Services no later than end of the business day on April 11, 2006, in the State of Connecticut. Questions must be delivered, mailed, emailed or faxed to: Department of Administrative Services, Attn.: Susanne Hawkins, Contract Specialist (RFP #06PSX0106), 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106, fax number (860) 622-2941 or Email: susanne.Hawkins@ct.gov.

III. Sealed Proposals

Proposals must be submitted in a SEALED envelope or carton, clearly marked with RFP #06PSX0106, the date, and the name and address of the proposer. Any material that is not so received may be opened as general mail, and result in invalidating the proposer's submission. Facsimile or unsealed proposals will not be accepted under any circumstances.

IV. Number and Submission of Proposals

Proposers should submit one original and (4) four copies of the proposal. Any proposal, which is incomplete or does not follow the prescribed format, may not be considered.

Proposals may be mailed or delivered in person to the address below to arrive by Monday, May 1, 2006, at 2:00 PM. **Proposals received after that time, due to whatever reason, will not be accepted and will be sent back unopened.** Postmark dates will not be considered as the basis for meeting any submission deadline. Proposals **will not** be publicly read on the due date.

State of Connecticut
Department of Administrative Services/Procurement Services
Attn.: Susanne Hawkins (RFP #06PSX0106)
165 Capitol Avenue, 5th Floor South
Hartford, CT 06106

Instructions to Proposers

V. Authorized Signatures

The proposal must be signed by an authorized official. The proposal must also provide the name, title address and telephone number of individuals with authority to bind the company, and for those who may be contacted to clarify the information provided.

CORPORATE AUTHORIZATION/RESOLUTION:

All RFP's must include appropriate corporate documentation, which (1) authorizes the company to enter into contracts; (2) authorizes a particular officer to execute contracts on behalf of the company; and (3) evidences that the officer signing in fact holds his/her office. Appropriate corporate documentation usually involves a certificate from the corporate Secretary setting forth a copy of a board resolution. If not:

1. In lieu of the certified resolution, include a certified copy of (A) the applicable section of the bylaws which authorize execution of the contract and the signing person OR (B) a resolution adopted earlier by the board and (C) a certification that the person signing the contract in fact holds that office.
2. In lieu of a certified resolution or bylaws, include a certified copy of the corporate minutes of the board of directors, which must specifically authorize the person signing the contract to execute the contract.
3. LLC's, which do not have boards of directors, must submit a copy of that portion of their management or operations agreement that identifies which member or manager has the authority to bind the LLC in contracts.
4. Partnerships, which also do not have boards or directors, must include some evidence of a partner's authority to bind the partnership in contracts. This can include a copy of or a part of the partnership agreement, again taking into account any limitations, or consent from the appropriate partners.
5. If companies don't hold board meetings for every contract they sign, see #1 above.
6. If your company doesn't have bylaws or resolutions, a formal "legal opinion" from the attorney attesting to the authority of this company to enter into the transaction and the officer's ability to bind the company.

Submittal Requirements

COST INFORMATION:

GENERAL COST CONSIDERATIONS

Vendors must show all costs to the State for the proposed service. Any costs not included in this proposal, for any equipment, personnel, software or service necessary to implement the service will be the responsibility of the vendor. Vendors must offer a firm fixed price for the requested library delivery services. Pricing shall be as follows:

1. Total cost for providing delivery service as described to the number of stops on Route A in Attachment I.
2. Cost for Connecticut State Library to add or remove stops on the current delivery schedule, Attachment I, Route A.
3. Cost for other libraries (mainly schools) wishing to purchase stops under this agreement.
4. Cost for an optional tracking system for individual items.

PROPOSER SUBMITTAL REQUIREMENTS:

Any service contract resulting from this RFP must be contingent upon a currently valid vendor registration to do business in the State of Connecticut being on file at the Connecticut Secretary of the State's Office, Commercial Recording Division. Please complete this section on the Proposer's Qualification Form (SP-14) and be sure to submit this form with your proposal. In response to this RFP, vendors are required to provide one (1) signed original and four (4) copies of the proposal. Proposals must be on standard 8.5" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit within the 8.5" by 11" format. A table of contents must also be included in your proposal.

Each proposer shall submit responses to all of the following information in the order listed below. Identify your responses by requirement number and letter.

1. (A) Experience and background with similar projects. Please provide a list of at least three current or former programs (clients) similar in nature to this RFP that your company has completed in the last three years. Information should include the following:

- Organization Name and Address
- Please list the past/present contact(s) name, telephone number(s), fax number(s), and E-mail addresses.
- Include dollar volumes of the contracts on a yearly basis.
- A detailed itemized list of all services must be provided.
- Give the size of the account and the volume of transactions.
- Give the length of time that the organization has been a client.

(B.) If the proposer has had a contract terminated for default during the past five years, all such incidence must be described in the format explained below. Termination for default is defined as notice to stop performance delivery due to the proposer's non-performance or poor performance and the issue was either (a) not litigated due to inaction on the part of the proposer; or (b) litigated and such litigation determined the proposer to be in default. Submit full details of all terminations for default experienced by the proposer during the past five years including the other party's name, address and telephone number. Present the proposer's position on the matter. By providing the information required in this section, the proposer authorizes the Agency to contact the entities with which the proposer has contracted regarding contract performance. The Agency will evaluate the facts and may, at its sole discretion, reject the proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the proposer. If the proposer has experienced no such terminations for default in the past five years, so declare.

Submittal Requirements

2. Proposers must provide the following:

- Brief history of their company.
- An organization chart within your company. If the company is a subsidiary of another company, the corporate organizational chart must be provided along with addresses for each entity.
- Name a single individual that will be assigned as the project manager of this project. Please include title or position, telephone number and e-mail address.
- Identify by name, title or position, telephone number and e-mail address all management level officers who would have direct responsibility for the performance of a contract resulting from the RFP, that is, managerial staff who will oversee the service.

3. Provide a project plan describing how the vendor proposes to administer and support the statewide delivery to the libraries. Include a description of the tracking procedure, if any. If applicable, please provide a list of any subcontractors include company name and address, which will be utilized to perform any part of the services listed within these RFP specifications. The successful vendor must provide the majority of services described in the specifications and is responsible for the contract not the subcontractor.

4. If any change in ownership or control of the bidding organization is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur. If no change is anticipated, please state so.

5. Proposer must have an organization which is financially and logistically able to handle a contract with the potential for simultaneous multiple orders and delivery of large quantities of services to many locations around the State. Proposers are required to provide their most recent financial statement for the last fiscal year with their bid. Include the latest financial audit, profit and loss statement, cash on hand, outstanding accounts receivable and pending legal actions. Also, provide sales in dollars for the three most recent years. Proposers may designate that this material is exempt from Freedom Of Information Request (FOI) pursuant to Sec. 1 - 19 Access To Public Exempt Records Of The Connecticut General Statutes. If proposer desires that this information be exempt from public record this information must be submitted with your bid in a separate envelope labeled "Confidential". Include the proposal number on the envelope.

6. Provide alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals, which depart from or materially, alter the terms, requirements, or scope of work defined by this request will be rejected as being non-responsive. Proposers are advised that the State's intent in having requirements 1 through 6 above is to ensure that only qualified and reliable Vendors perform the work of the contract. The State recognizes that there may be equally qualified and reliable Vendors who do not meet all of the above requirements specifically as stated above, but may in fact meet the objectives and criteria intended in some other manner. However, the proposers shall have the burden of demonstrating to the State's satisfaction that it can in fact perform the work. This shall be in the form of written notarized statements as to the proposer's experience, references, listing of contracts performed, financial statements, human resources, or ability to respond such that the State can evaluate the proposer's ability. The State retains the right to request any additional information pertaining to the proposer's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure that services are provided in a safe and satisfactory manner. **The proposal must be signed by an authorized official.** The proposal must also provide the name, title address and telephone number of individuals with authority to bind the company, and for those who may be contacted to clarify the information provided.

Submittal Requirements

THE STATE OF CONNECTICUT SHALL NOT BE LIABLE FOR ANY COSTS INCURRED IN THE PROPOSER PREPARATION AND RESPONSE TO THIS PROPOSAL.

The successful proposer assumes full responsibility for accurately estimating the difficulties and cost of performing services required by the RFP and will not be excused from that responsibility, nor will Connecticut State Library pay any extra charges associated with the contractor's failure to become acquainted with all information concerning the services to be performed. If the proposer does not understand any part of the specification, or is not satisfied with the information or the way it is presented, they must request clarification in conjunction with the proposal prior to the due date. Failure to inspect, ask questions, or recognize problems prior to the due date of the proposal will not relieve the vendor of responsibility to provide all of the services required, nor constitute any basis for relief under a subsequent agreement.

Award Criteria:

An evaluation committee established by Procurement Services shall rank each proposal using weighted values for the Proposer's Submittal Requirements and/or costs of this RFP. All criteria will be weighed prior to the RFP Due date and will be scored after the RFP Due Date. Scores will be based on the information/documents provided with the proposal and scores will then be multiplied by the weights assigned to each category of the criteria. An award will be made to the most responsible proposer who best meets the evaluation criteria listed in the Proposer's Submittal Requirements. It is strongly advised that proposers answer all questions in detail that are within the proposer's submittal requirements.

IMPORTANT: PROPOSER MUST PROVIDE INFORMATION FOR ALL QUESTIONS LISTED UNDER THE PROPOSER SUBMITTAL REQUIREMENTS. HOW YOU ANSWER YOUR QUESTIONS CARRIES A LARGE IMPACT ON HOW YOUR PROPOSAL IS SCORED.

Special Terms and Conditions

1. **Conformity and Completeness of Proposals**

To be considered acceptable, proposals must be complete and conform with all RFP instructions and conditions. DAS, at its discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

2. **Stability of Proposed Prices**

Any price offerings from proposers must be valid for a period of 180 days from the due date of the proposals.

3. **Amendment or Cancellation of the RFP**

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

4. **Multiple Award**

DAS reserves the right to award to multiple vendors.

5. **Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

6. **Proposer Presentation of Supporting Evidence**

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

7. **Proposer Demonstration of Proposed Services and or Products**

At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

8. **Proposer Misrepresentation or Default**

DAS may reject the proposal and void any award resulting from this RFP to a proposer who makes any material misrepresentation in their proposal or other submittal in connection with this RFP.

9. **Erroneous Awards**

DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.

Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.

10. **Proposal Expenses**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

11. **Ownership of Proposals**

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

12. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

13. Transfer of Data

All data stored in the successful proposer's files, electronic or hard copy will be returned to DAS upon the expiration of the contract.

14. State Fiscal and Product Performance Requirements

Any product or service acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment or if the product or service fail to meet minimum State criteria for acceptance and performance reliability.

15. Validation of Proposals

The proposals shall be binding commitments which DAS may include, by reference or otherwise, into any contract with a proposer. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate a contract with DAS and contractually bind the proposer. The proposal must also include evidence that it has been duly delivered on the part of the proposer, that the persons submitting the proposal have the requisite corporate power and authority to structure, compile, draft, submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the proposer any contract contemplated in this RFP.

16. Execution of Contract

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited.

Once the evaluation of the proposals is complete and a proposer(s) is selected, the selected proposal(s) and this RFP may then serve as the basis for a contract that will be negotiated and executed between DAS and the selected proposer(s). This RFP document and the proposal schedule will likely be attached to the contract as exhibits.

If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to the contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

The contract may include a liquidated damages clause at the discretion of the State.

17. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

18. Independent Price Determinations

In the proposals, proposers must warrant, represent, and certify that the following requirement have been met in connection with this RFP:

The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor;

Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the proposer on a prior basis directly or indirectly to any other organization or to any competitor; and

No attempt has been made, or will be made, by the proposed to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Special Terms and Conditions

19. Offer of Gratuities

The proposer warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by DAS if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the proposer, the proposer's agent(s), representatives(s) or employees(s).

20. Subletting or Assigning of Contract

The contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the contractor therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of DAS. No person, firm or corporation, or other entity, other than the proposer to whom the project was awarded is permitted to commence work on the project unless such consent has been granted.

21. Subcontractors

DAS must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of DAS or her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to DAS upon request.

The successful proposer must provide the majority of services described in the specifications.

22. Freedom of Information

Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties.

Those particular sentences, paragraphs, pages or sections, which a proposer believes to be exempt from disclosure under the FOIA, must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the proposer 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 above cited statute.

23. Conformance with Federal, State and Other Requirements

By executing the contract, the proposer represents and warrants that, at all pertinent and relevant times to the contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency, institution, office council, instrumentality, municipalities or not for profits codes, statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, regulations and the like.

Special Terms and Conditions

24. Discrimination and Labor Recruitment

The contractor shall comply with Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973 and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of compliance staffing on Labor Department Form E.O. 3-1 when and as required. The contractor shall also comply with non-discrimination provisions as described in Connecticut General Statutes Nos. 4a-60 and 4a-60a and any other applicable statute or regulation and administrative procedure.

25. Americans with Disabilities Act

The contractor shall comply with the Americans with Disabilities Act in accordance with Public Law 101-336 and any other applicable federal laws and regulations.

26. Affirmative Action and Contract Compliance Reporting

Proposers are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost, and conformance to the RFP specifications, weight may also be given to proposers who demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

The Employment Information Form, included in this RFP, should be completed by the proposer and included with proposal.

27. State Access to Records, Record Keeping, and Record Transfer

The successful proposer shall prepare, maintain and preserve all records with respect to the administration of this program. During the term of the contract the State shall have access during normal business hours to all such records, in whatever form they exist or are stored, which records shall be the property of the State, and upon termination of the contract, all such records, or exact copies thereof, shall be immediately turned over intact to the State. The successful proposer shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the State free and full access to the records to be maintained by the successful proposer as pertains to the contract.

At the option of the State, periodic audits may, at reasonable times, be made of the successful proposers' and all of its subcontractors' books and records insofar as they pertain to the contract. Such audits shall be made at the States expense by the State or independent public accountants designated by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

28. Confidentiality and Care of Data

The successful proposer agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful proposer shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

29. Year 2000 Compliance

Any product or services acquisition resulting from this RFP will be year 2000 compliant. The successful proposer is responsible for any costs incurred in accordance with year 2000 compliance at no additional cost to the state.

Special Terms and Conditions

30. Payments Against a Contract Award

Under no circumstances shall the successful proposer begin to perform under the contract prior to the effective date of the contract. The State of Connecticut shall assume no liability for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted by DAS and approved by the Office of the Attorney General of the State of Connecticut. In no case, shall a successful proposer bill the user agencies for amounts in excess of the amount(s) indicated in the final proposal agreed to and accepted by the DAS. Any authorized or agreed additional charges can only be approved for payment by means of an amendment to the contract.

- 31. Non-Performance:** Should it be found that the quality of services being performed is not satisfactory, and/or that the requirements of the specifications are not being met, the vendor shall be informed by the Connecticut State Library of said deficiency and shall be given an opportunity to correct the offending condition. The time allowed to correct the condition shall be specified and will be reasonable depending on the nature of the non-performance. If the complaint cannot be resolved, the Connecticut State Library will fill out a Vendor Performance Report and forward to DAS/Procurement Services. A copy of the Vendor Performance Report shall be forwarded to the vendor allowing the vendor to respond to the problem and state what necessary corrective actions will be taken. The vendor will be afforded ten (10) business days from the date of receipt of a negative report to respond in writing and to correct the problem. If DAS/Procurement Services continues to receive negative reports from the Connecticut State Library regarding the vendor's performance and/or service is not kept at a 98% delivery rate, DAS may terminate services and employ another vendor to fulfill the requirements of the contract. If the state deems it appropriate to terminate the vendor for non-performance, DAS/Procurement Services will contract the vendor in writing of this action. The vendor being terminated may be liable to the State Of Connecticut for all costs incurred as a result of the termination, including additional costs to employ a new vendor for the length of the contract.

32. Termination of Contract and Contractor Liability:

A contract awarded as a result of this RFP may be terminated as follows:

By mutual agreement of the contracting parties specifying the terms of termination and the effective date, which shall be no more than 120 days after the date the non-terminating party receives notice by DAS if the successful proposer fails to fulfill in a timely and proper manner the obligations as set forth in the contract, or if the successful proposer violates any of the covenants, agreements, or stipulations as set forth in the contract. DAS shall thereupon have the right to terminate this contract by giving written notice to the successful proposer of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, and if progress payments have been made to the successful proposer, all finished or unfinished documents, data, studies, and reports prepared by the successful proposer under this contract will become the property of DAS. In the event of such termination, the successful proposer will be reasonably compensated, in an amount as determined by DAS after receiving input from and negotiation with the successful proposer, for all work prior to such termination date and accepted by DAS. Notwithstanding the above, the successful proposer shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the contract by the successful proposer, and DAS may withhold any payments to the successful proposer for the purpose of set-off until such time as the exact amount of damages due the State from the successful proposer is determined.

Index of Abbreviations/Definitions and Other Related Comments

DAS	Department of Administrative Services
FOIA	Freedom of Information Act
RFP	Request for Proposal
CSL	Connecticut State Library
CPI	Consumer Price Index

This solicitation is for procurement through competitive negotiation, NOT through competitive bidding, in accordance with the Department of Administrative Services competitive negotiation statutes and regulations. Accordingly, all references in this (RFP) to “bids”, “bidder” and like terms shall be disregarded. Instead, such terms shall be read and be deemed to mean, for interpretative purposes, “proposal”, “proposer”, and like terms.

LIBRARY	ADDRESS	TOWN	ST	ZIP	Route	Mon	Tue	Wed	Thur	Fri	#DAYS /WEEK
Ansonia Public Library	53 South Cliff Street	Ansonia	CT	06401	A	1	1	1	1	1	5
Avon Free Public Library	281 Country Club	Avon	CT	06001	A	1	1	1	1	1	5
Beacon Falls Public Library	10 Maple Avenue	Beacon Falls	CT	06403	A		1	1	1	1	4
Berlin-Peck Memorial Library	234 Kensington Road	Berlin	CT	06037	A	1	1	1	1	1	5
Clark Memorial Library	538 Amity Road	Bethany	CT	06524	A	1	1	1	1	1	5
Prosser Public Library	1 Tunxis Avenue	Bloomfield	CT	06002	A	1	1	1	1	1	5
Bentley Memorial Library	206 Bolton Center Road	Bolton	CT	06043	A	1	1	1	1		4
James Blackstone Memorial Library	758 Main Street	Branford	CT	06405	A	1	1	1	1	1	5
Bridgeport Public Library	925 Broad Street	Bridgeport	CT	06604	A	1	1	1	1	1	5
University of Bridgeport	126 Park Avenue	Bridgeport	CT	06601	A	1	1	1	1	1	5
Housatonic Com Tech College	900 LaFayette Blvd	Bridgeport	CT	06604	A	1	1	1	1	1	5
Bristol Public Library	5 High Street	Bristol	CT	06010	A	1	1	1	1	1	5
Cheshire Public Library	104 Main Street	Cheshire	CT	06410	A	1	1	1	1	1	5
Chester Public Library	21 West Main Street	Chester	CT	06412	A	1	1	1	1	1	5
Henry Carter Hull Library	10 Killingworth Turnpike	Clinton	CT	06413	A	1	1	1	1	1	5
Cromwell Belden Public Library	39 West Street	Cromwell	CT	06416	A	1	1	1	1		4
Darien Public Library	35 Leroy Avenue	Darien	CT	06820	A	1	1	1	1	1	5
Deep River Public Library	150 Main Street	Deep River	CT	06417	A	1	1	1	1	1	5
Derby Public Library	313 Elizabeth Street	Derby	CT	06418	A	1	1	1	1	1	5
Durham Public Library	7 Maple Avenue	Durham	CT	06422	A	1	1	1	1	1	5
East Granby Public Library	27 School Street	East Granby	CT	06026	A	1	1	1	1		4
East Hampton Public Library	105 Main Street	East Hampton	CT	06424	A	1	1	1	1	1	5
East Hartford Public Library	840 Main Street	East Hartford	CT	06108	A	1	1	1	1	1	5
Hagaman Memorial Library	227 Main Street	East Haven	CT	06512	A	1	1	1	1	1	5
Library Assoc. of Warehouse Pt.	107 Main Street	East Windsor	CT	06088	A	1	1	1	1	1	5
Easton Public Library	691 Morehouse Road	Easton	CT	06612	A	1	1	1	1	1	5
Hall Memorial Library	93 Main Street	Ellington	CT	06029	A	1	1	1	1	1	5
Enfield Public Library	104 Middle Road	Enfield	CT	06082	A	1	1	1	1	1	5
Asnuntck Com Tech College	170 Elm Street	Enfield	CT	06082	A	1	1	1	1	1	5
Enfield CCI		Enfield	CT	06082	A		1				1
Essex Library Association	33 West Avenue	Essex	CT	06426	A		1	1	1	1	4
Fairfield Public Library	1080 Old Post Road	Fairfield	CT	06430	A	1	1	1	1	1	5
Fairfield University	1073 N. Benson Road	Fairfield	CT	06430	A	1		1		1	3
Sacred Heart Unniversity	5151 Park Avenue	Fairfield	CT	06432	A	1	1	1	1	1	5
Farmington Public Library	6 Monteith Drive	Farmington	CT	06032	A	1	1	1	1	1	5

Tunxis Community College	271 Scott Swamp Road	Farmington	CT	06032	A	1	1	1	1	1	5
Welles-Turner Memorial Library	2407 Main Street	Glastonbury	CT	06033	A	1	1	1	1	1	5
Granby Public Library	15 North Granby Road	Granby	CT	06035	A	1	1	1	1	1	5
Greenwich Library	101 West Putnam Avenue	Greenwich	CT	06830	A	1	1	1	1	1	5
Guilford Free Public Library	67 Park Street	Guilford	CT	06437	A	1	1	1	1	1	5
Brainerd Memorial Library	920 Old Saybrook Road	Haddam	CT	06438	A		1	1	1	1	4
Hamden Public Library	2901 Dixwell Avenue	Hamden	CT	06518	A	1	1	1	1	1	5
Quinnipiac College	MT Carmel Avenue	Hamden	CT	06518	A	1	1	1	1	1	5
Hartford Public Library	500 Main Street	Hartford	CT	06103	A	1	1	1	1	1	5
Capitol Com Tech College	61 Woodland Street	Hartford	CT	06105	A	1	1	1	1	1	5
Hartford College for Women	Elizabeth Street	Hartford	CT	06105	A	1	1	1	1	1	5
Hartford Seminary	77 Sherman Street	Hartford	CT	06105	A	1	1	1	1	1	5
Trinity College	300 Summit Street	Hartford	CT	06360	A	1	1	1	1	1	5
University of Connecticut Law School	39 Elizabeth Street	Hartford	CT	06105	A	1	1	1	1	1	5
Connecticut State Library	231 Capitol Avenue	Hartford	CT	06106	A	1	1	1	1	1	5
Ivoryton Public Library	106 Main Street	Ivoryton	CT	06442	A	1	1	1	1	1	5
Killingworth Library	301 Route 81	Killingworth	CT	06419	A	1	1	1	1	1	5
E.C. Scranton Memorial Library	801 Boston Post Road	Madison	CT	06443	A	1	1	1	1	1	5
Manchester Public Library	586 Main Street	Manchester	CT	06040	A	1	1	1	1	1	5
Manchester Com Tech College	Great Path #15	Manchester	CT	06045	A	1	1	1	1	1	5
Meriden Public Library	105 Miller Street	Meriden	CT	06450	A	1	1	1	1	1	5
Middlebury Public Library	Crest Road	Middlebury	CT	06762	A	1	1	1	1	1	5
Levi E. Coe Library	414 Main Street	Middlefield	CT	06455	A	1		1		1	3
Russell Library	123 Broad Street	Middletown	CT	06457	A	1	1	1	1	1	5
Weslyan College	252 Church Street	Middletown	CT	06459	A	1	1	1	1	1	5
Middlesex Com Tech College	100 Training Hill	Middletown	CT	06457	A	1	1	1	1	1	5
Middletown Library Service Center	786 South Main Street	Middletown	CT	06457	A	1	1	1	1	1	5
Milford Public Library	57 New Haven Avenue	Milford	CT	06460	A	1	1	1	1	1	5
Monroe Public Library	7 Fan Hill Road	Monroe	CT	06468	A	1	1	1	1	1	5
Howard Whittemore Memorial Library	243 Church Street	Naugatuck	CT	06770	A	1	1	1	1	1	5
New Britain Public Library	20 High Street	New Britain	CT	06051	A	1	1	1	1	1	5
Central Connecticut State University	Elihu Burritt Library	New Britain	CT	06050	A	1	1	1	1	1	5
New Canaan Library	151 Main Street	New Canaan	CT	06840	A	1	1	1	1	1	5
New Haven Free Public Library	133 Elm Street	New Haven	CT	06510	A	1	1	1	1	1	5
Albertus Magnus College	700 Prospect Street	New Haven	CT	06511	A	1	1	1	1	1	5
Gateway Com Tech College	60 Sargent Drive	New Haven	CT	06511	A	1	1	1	1	1	5
Southern Connecticut State University	501 Cresent Street	New Haven	CT	06515	A	1	1	1	1	1	5

Lucy Robbins Welles Library	95 Cedar Street	Newington	CT	06111	A	1	1	1	1	1	5
Atwater Memorial Library	1720 Foxon Road	North Branford	CT	06471	A	1	1	1	1	1	5
North Haven Memorial Library	17 Elm Street	North Haven	CT	06473	A	1	1	1	1	1	5
Norwalk Public Library	1 Belden Avenue	Norwalk	CT	06850	A	1	1	1	1	1	5
Norwalk Com Tech College	188 Richards Avenue	Norwalk	CT	06854	A	1	1	1	1	1	5
Rowayton Library	33 Highland Street	Norwalk	CT	06853	A		1		1		2
Acton Public Library	60 Old Boston Post Road	Old Saybrook	CT	06475	A	1	1	1	1	1	5
Case Memorial Library	176 Tyler City Road	Orange	CT	06477	A	1	1	1	1	1	5
Oxford Public Library	486 Oxford Road	Oxford	CT	06478	A	1	1	1	1	1	5
Plainville Public Library	56 East Main Street	Plainville	CT	06062	A	1	1	1	1	1	5
Portland Library	20 Freestone Avenue	Portland	CT	06480	A	1	1	1	1	1	5
Prospect Public Library	17 Center Street	Prospect	CT	06712	A	1	1	1	1	1	5
Cora J. Belden Library	33 Church Street	Rocky Hill	CT	06067	A	1	1	1	1	1	5
Library for Blind & Physically Handicapped	198 West street	Rocky Hill	CT	06067	A	1	1	1	1	1	5
Seymour Public Library	46 Church Street	Seymour	CT	06483	A	1	1	1	1		4
Plumb Memorial Library	65 Wooster Street	Shelton	CT	06484	A	1	1	1	1	1	5
Simsbury Public Library	725 Hopmeadow Street	Simsbury	CT	06070	A	1	1	1	1	1	5
Somers Public Library	51 Ninth District Road	Somers	CT	06071	A	1	1	1	1	1	5
South Windsor Public Library	1550 Sullivan Avenue	South Windsor	CT	06074	A	1	1	1	1	1	5
Pequot Library	720 Pequot Avenue	Southport	CT	06490	A	1	1	1	1	1	5
Southington Public Library	225 Main Street	Southington	CT	06489	A	1	1	1	1	1	5
Stafford Library Association	145 Orcuttville Road	Stafford	CT	06075	A	1	1	1	1	1	5
Ferguson Library	1 Public Library Plaza	Stamford	CT	06904	A	1	1	1	1	1	5
University of Connecticut - Stamford	5 Riverbend Drive	Stamford	CT	06907	A	1	1	1	1	1	5
Willoughby Wallace Memorial Library	146 Thimble Island Road	Stony Creek	CT	06405	A	1	1	1	1	1	5
Stratford Library Association	2203 Main Street	Stratford	CT	06497	A	1	1	1	1	1	5
Kent Memorial Library	50 N. Main Street	Suffield	CT	06078	A	1	1	1	1	1	5
Trumbull Public Library	33 Quality Street	Trumbull	CT	06611	A	1	1	1	1	1	5
Rockville Public Library	52 Union Street	Vernon	CT	06066	A	1	1	1	1	1	5
Wallingford Public Library	200 N Main Street	Wallingford	CT	06492	A	1	1	1	1	1	5
Silas Bronson Library	267 Grand Street	Waterbury	CT	06702	A	1	1	1	1	1	5
Naugatuck Valley Com Tech College	750 Chase Pkwy	Waterbury	CT	06708	A	1	1	1	1	1	5
University of Connecticut - Waterbury	32 Hillside Avenue	Waterbury	CT	06710	A	1	1	1	1	1	5
West Hartford Public Library	20 S. Main Street	West Hartford	CT	06107	A	1	1	1	1	1	5
St. Joseph's College	1678 Asylum Avenue	West Hartford	CT	06117	A	1	1	1	1	1	5
University of Connecticut - West Hartford	1800 Asylum Avenue	West Hartford	CT	06117	A	1	1	1	1	1	5
University of Hartford	200 Bloomfield Avenue	West Hartford	CT	06117	A	1	1	1	1	1	5

West Haven Public Library	300 Elm Street	West Haven	CT	06516	A	1	1	1	1	1	5
University of New Haven	300 Orange Avenue	West Haven	CT	06516	A	1	1	1	1	1	5
Westbrook Public Library	61 Goodspeed Drive	Westbrook	CT	06498	A	1	1	1	1	1	5
Weston Public Library	56 Northfield Road	Weston	CT	06883	A	1	1	1	1	1	5
Westport Public Library	19 East Post Road	Westport	CT	06880	A	1	1	1	1	1	5
Wethersfield Public Library	515 Silas Deane Highway	Wethersfield	CT	06109	A	1	1	1	1	1	5
Wilton Library Association	137 Old Ridgefield Road	Wilton	CT	06897	A	1	1	1	1	1	5
Windsor Public Library	323 Broad Street	Windsor	CT	06095	A	1	1	1	1	1	5
Windsor Locks Public Library	28 Main Street	Windsor Locks	CT	06096	A	1	1	1	1	1	5
Wolcott Public Library	469 Bound Line Road	Wolcott	CT	06716	A	1	1	1	1	1	5
Woodbridge Town Library	10 Newton Road	Woodbridge	CT	06525	A	1	1	1	1	1	5
						115	118	118	117	114	582
The State Library Delivers to the following libraries											
Abington Social Library	536 Hampton Road	Abington	CT	06230	B	1	1		1		3
Andover Public Library	US-6	Andover	CT	06232	B	1	1	1	1	1	5
Babcock Library	25 Pompey Hollow Road	Ashford	CT	06278	B	1	1	1		1	4
Spague Public Library	1 Main Street	Baltic	CT	06330	B	1	1	1			3
Bethel Public Library	189 Greenwood Avenue	Bethel	CT	06851	B	1	1	1	1	1	5
Bethlehem Public Library	32 Main Street	Bethlehem	CT	06751	B	1	1	1	1	1	5
Burnham Public Library	62 Main Street	Bridgewater	CT	06752	B		1	1	1		3
Brookfield Public Library	182 Whisconier Road	Brookfield	CT	06804	B	1	1	1	1	1	5
Brooklyn Public Library	10 Canterbury Road	Brooklyn	CT	06234	B	1	1	1	1	1	5
Burlington Public Library	34 Library Lane	Burlington	CT	06013	B	1	1	1	1	1	5
Douglas Library	108 Main Street	Canaan	CT	06018	B	1		1		1	3
Canterbury Public Library	8 Library Road	Canterbury	CT	06331	B	1	1		1		3
Canton Public Library	40 Dyer Avenue	Canton	CT	06019	B	1	1	1	1	1	5
Chaplin Public Library	Chaplin Street	Chaplin	CT	06235	B	1		1		1	3
Cragin Memorial Library	8 Linwood Avenue	Colchester	CT	06415	B	1	1	1	1	1	5
Saxton B. Little Free Library	314 SR-87	Columbia	CT	06237	B	1	1	1	1	1	5
Cornwall Free Library	Pine Street	Cornwall	CT	06753	B	1		1	1	1	4
Booth & Dimock Memorial Library	1134 Main Street	Coventry	CT	06238	B		1	1	1	1	4
Danbury Public Library	170 Main Street	Danbury	CT	06810	B	1	1	1	1	1	5
Western Connecticut State University	181 White Street	Danbury	CT	06810	B	1	1	1	1	1	5
Killingly Public Library	25 Westcot Road	Danielson	CT	06239	B	1	1	1	1	1	5
Quinnebaug Valley Comm College	742 Upper Maple Street	Danielson	CT	06239	B	1	1	1	1	1	5
Rathbun Free Memorial Library	36 Main Street	East Haddam	CT	06423	B	1	1	1	1	1	5

Eastford Public Library	179 Eastford Road	Eastford	CT 06242	B	1	1			1		3
David M. Hunt Library	63 Main Street	Falls Village	CT 06031	B		1	1	1	1		3
Janet Carlson Calvert Library		Franklin	CT 06254	B	1		1			1	3
Goshen Public Library	42 North Street	Goshen	CT 06756	B	1	1	1	1	1	1	5
Slater Public Library	26 Main Street	Griswold	CT 06351	B	1	1	1	1	1	1	5
Groton Public Library	52 SR-117	Groton	CT 06340	B	1	1	1	1	1	1	5
Bill Memorial Library	240 Monument Street	Groton	CT 06340	B	1	1	1	1	1		4
University of Connecticut - Avery Point	1084 Shennecossett Road	Groton	CT 06340	B	1	1	1	1	1	1	5
US Sub Base		Groton	CT	B		1				1	2
Fletcher Memorial Library	257 Main Street	Hampton	CT 06247	B			1				1
Harwinton Public Library	80 Bentley Drive	Harwinton	CT 06791	B	1	1	1	1	1	1	5
Douglas Library	22 Main Street	Hebron	CT 06248	B	1	1	1	1	1	1	5
Kent Memorial Library	32 North Main Street	Kent	CT 06757	B	1	1	1	1	1	1	5
Jonathan Trumbull Library	580 Exeter Road	Lebanon	CT 06249	B	1	1			1	1	4
Gales Ferry Public Library	18 Hurlbutt Road	Ledyard	CT 06335	B	1	1	1	1	1	1	5
Bill Library	781 Col. Ledyard Highway	Ledyard	CT 06339	B	1	1	1	1	1	1	5
Oliver Wolcott Library	160 South Stret	Litchfield	CT 06759	B	1	1	1	1	1	1	5
Lyme Public Library	482 Hambury Road	Lyme	CT 06371	B		1	1	1	1	1	4
Mansfield Library	54 Warrentville Road	Mansfield	CT 06250	B	1	1	1	1	1	1	5
Richmond Memorial Library	15 School Drive	Marlborough	CT 06447	B	1	1	1	1	1	1	5
East Haddam Free Public Library	18 Plains Road	Moodus	CT 06469	B	1	1	1	1	1	1	5
Aldrich Free Public Library	299 Main Street	Moosup	CT 06354	B	1	1	1	1	1	1	5
Morris Public Library	P.O. Box 85	Morris	CT 06763	B		1	1	1	1	1	4
Mystic And Noank Library	40 Library Street	Mystic	CT 06355	B	1	1	1	1	1	1	5
Thompson Public Library	934 Riverside Avenue	N. Grosvenordale	CT 06255	B	1	1	1	1	1	1	5
New Fairfield Free Library	P.O Box Drawer-F	New Fairfield	CT 06812	B	1	1	1	1	1	1	5
The L&M Beekley Community Library	Central Ave & Town Hill Rd	New Hartford	CT 06057	B		1	1			1	3
New Hartford - Bakerville	6 Maple Hollow Road	New Hartford	CT 06057	B		1	1	1	1	1	4
Public Library of New London	63 Huntington Street	New London	CT 06320	B	1	1	1	1	1	1	5
US Coast Guard Academy	35 Mohehan Avenue	New London	CT 06320	B	1	1	1	1	1	1	5
Mitchell College	437 Pequot	New London	CT 06320	B	1	1	1	1	1	1	5
Connecticut College	270 Mohegan	New London	CT 06320	B	1	1	1	1	1	1	5
New Milford Public Library	24 Main Stret	New Milford	CT 06776	B	1	1	1	1	1	1	5
Cyrenius H. Booth Library	25 Main Street	Newtown	CT 06470	B	1	1	1	1	1	1	5
East Lyme Public Library	39 Society Road	Niantic	CT 06357	B	1	1	1	1	1	1	5
Norfolk Library	9 Greenwood's Road East	Norfolk	CT 06058	B	1	1	1	1	1	1	5
Wheeler Library	101 Main Street	North Stonington	CT 06359	B	1	1	1	1	1	1	5

Gilbert Library, Inc.	38 Main Street	Northfield	CT	06778	B	1		1		1	3
Otis Library	261 Main Street	Norwich	CT	06360	B	1	1	1	1	1	5
Three Rivers Comm Tech College	Mahan Drive	Norwich	CT	06360	B	1	1	1	1	1	5
Raymond Library	832 Raymond Hill Road	Oakdale	CT	06370	B		1	1	1	1	4
Phoebe Griffin Noyes Library	2 Library Lane	Old Lyme	CT	06371	B	1	1	1	1	1	5
Sterling Public Library	110 Plainfield Pike	Oneco	CT	06373	B		1	1	1		3
Pomfret Public Library	449 Pomfret Street	Pomfret	CT	06258	B		1		1	1	3
Preston Public Library	389 Route 2	Preston	CT	06365	B	1	1	1	1	1	5
Putnam Public Library	225 Kennedy Drive	Putnam	CT	06260	B	1	1	1	1	1	5
Mark Twain Library Association, Inc.	439 Redding Road	Redding	CT	06875	B	1	1	1	1	1	5
Ridgefield Public Library	472 Main Street	Ridgefield	CT	06877	B	1	1	1	1	1	5
Minor Memorial Library	23 South Street	Roxbury	CT	06783	B	1		1		1	3
Salem Free Public Library	216 Hartford Road	Salem	CT	06420	B	1	1	1	1	1	5
Scoville Memorial Library	38 Main Street	Salisbury	CT	06068	B		1	1	1	1	4
Scotland Public Library	P.O. Box 286	Scotland	CT	06264	B	1	1		1		3
Hotchkiss Library of Sharon, Inc.	10 Upper Main Street	Sharon	CT	06069	B	1	1	1	1	1	5
Sherman Library	SR-37 & SR-39	Sherman	CT	06784	B	1	1	1	1	1	5
Southbury Public Library	561 S. Main Street	Southbury	CT	06488	B	1	1	1	1	1	5
Stonington Free Library	Wadawanuck Square	Stonington	CT	06378	B	1	1	1	1		4
University of Connecticut - Storrs	369 Fairfield Road	Storrs	CT	06269	B	1	1	1	1	1	5
Terryville Public Library	238 Main Street	Terryville	CT	06786	B	1		1	1	1	4
Thomaston Public Library	248 Main Street	Thomaston	CT	06787	B	1	1	1	1	1	5
Town of Tolland Public Library	21 Tolland Green	Tolland	CT	06084	B	1	1	1	1	1	5
Torrington Library Association	12 Daycoeton Place	Torrington	CT	06790	B	1	1	1	1	1	5
University of Connecticut - Torrington	855 University Drive	Torrington	CT	06790	B	1	1	1	1	1	5
Union Free Public Library	979 Buckley Highway	Union	CT	06076	B	1					1
Voluntown Public Library	Main Street	Voluntown	CT	06384	B	1	1	1	1	1	5
Warren Public Library	15 Sackett Hill Road	Warren	CT	06754	B		1		1	1	3
Gunn Memorial Library	5 Wykeham Road	Washington	CT	06793	B	1	1		1	1	4
Waterford Public Library	49 Rope Ferry Road	Waterford	CT	06385	B	1	1	1	1	1	5
Watertown Library Association	470 Main Street	Watertown	CT	06795	B	1	1	1	1	1	5
Willimantic Public Library	905 Main Street	Willimantic	CT	06226	B	1	1	1	1	1	5
Eastern Connecticut State University	J. Eugene Smith Library	Willimantic	CT	06226	B	1	1	1	1	1	5
Willimantic Library Service Center	1216 Main Street	Willimantic	CT	06226	B	1	1	1	1	1	5
Mary D. Edwards Community Library	111 River Road & SR-32	Willington	CT	06279	B	1	1	1	1	1	5
Windham Free Public Library	On the Green	Windham	CT	06280	B		1			1	2
Beardsley & Memorial Library	40 Munro Place	Winsted	CT	06098	B		1	1	1	1	4

Northwestern CT Com Tech College	100 S. Main Street	Winsted	CT	06098	B	1	1	1	1	1
Woodbury Public Library	269 Main Street South	Woodbury	CT	06798	B	1	1	1	1	1
Bracken Memorial Library	57 Academy Road	Woodstock	CT	06281	B	1	1	1	1	1

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5
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314 327 325 322 316

1604

Attachment 2: Connecticut Routing Slip

INSTRUCTIONS for completing C-car ILL form:

1. Clearly print C-car route number and shipping date.
2. Put town or city of destination *before* name of library unless town name is first word of library name.
3. Use the Remarks section to indicate name of branch library or person the material is being sent to.
4. Fold this part of form inside material being sent.
5. Put material in designated ILL pickup box or area.

Fold on dotted line.

This portion remains in book.

Fold routing information over front cover and secure with rubber bands.

.....

Connecticut Delivery

TO:
 C-car Route #: _____
 Shipping Date: _____
 Town _____
 Library
 Name _____

FROM:
 Town _____
 Library
 Name _____

ILL request (reQuest) CCard
 Return

ILL request (Other) Fines Paid
 ILL Return

Remarks _____

INSTRUCTIONS for completing C-car ILL form:

1. Clearly print C-car route number and shipping date.
2. Put town or city of destination *before* name of library unless town name is first word of library name.
3. Use the Remarks section to indicate name of branch library or person the material is being sent to.
4. Fold this part of form inside material being sent.
5. Put material in designated ILL pickup box or area.

Fold on dotted line.

This portion remains in book.

Fold routing information over front cover and secure with rubber bands.

.....

Connecticut Delivery

TO:
 C-car Route #: _____
 Shipping Date: _____
 Town _____
 Library
 Name _____

FROM:
 Town _____
 Library
 Name _____

ILL request (reQuest) CCard
 Return

ILL request (Other) Fines Paid
 ILL Return

Remarks _____

Attachment 3: Connecticar Guidelines and Procedures

Guidelines-

1. Service is to principal public libraries, academic libraries and to other institutions and agencies which have been approved by the Director, Division of Library Development.

2. Materials transported by Connecticar are limited to the following without exception:

- Connecticard materials in all formats
- Library materials for state agencies distributed through the State Library with prior approval from the Director, Division of Library Development.
- Interlibrary loan materials
- Connecticut State Library materials
- CSL/UCONN films
- Computer printouts that relate to interlibrary loan and Connecticard activity among libraries sharing automated circulation systems.

3. Libraries must designate a Connecticar pickup point at the facility. This point must be convenient for the driver, off the ground, and hand truck-accessible. All designated pickup points are subject to approval by the Connecticar Supervisor.

4. To permit proper stacking and to eliminate damage to books, cartons, tubs or bags must not be loaded above their sides. Materials will not be transported if containers are overloaded, inaccessible, improperly labeled, or improperly sorted.

5. The weight of any carton may not exceed 40 pounds.

6. Libraries shipping 25 or more items to one destination library may sort these items into their own separate cartons/tubs.

7. Routing slips for packaging Connecticar materials will be furnished by the State Library through Connecticar. Email Wmagnavice@cslib.org to request routing slips.

8. Sort containers will be supplied by the State Library and BeavEx to the service libraries based on each library's average daily requirements and the availability of containers.

9. In the event that a service library has a larger-than-normal load, which exceeds its supply of furnished sort bins or bags, the service library will be responsible for providing the extra containers needed to accommodate the overload.

10. Notice of any changes in the Connecticar schedule will be posted on the Connecticar email discussion list. To join the list, send the following message to imailsrv@list.state.ct.us
Subscribe ccar

11. All questions about Connecticar service should be directed to the Connecticar Supervisor. The Connecticar Supervisor's telephone number is 1-860-566-1100 x 306.

Packing and Shipping Procedures-

1. Secure average-size materials together with rubber bands, but do not exceed four items to a package. Secure large books separately, with no more than two to a package.

2. Bind together only similar-size materials, using adequate rubber banding to secure each package.

3. For each package, complete the appropriate routing slip - "Connecticar Priority" or "Connecticar Routing Slip"-with the following information:

- Correct delivery route number
- Shipping date
- Library's town, then library name.
- Use the routing slip Remarks section to indicate if the materials are going to a specific library branch or individual in the destination library.

4. Fold Routing slip over front cover of book and secure with rubber bands. If the smaller slip is used, secure with rubber bands and tape. Do not place tape directly on the book.

5. CDs DVDs and other fragile or damageable items be packaged in protective-type packing. Bubble-style envelopes are the preferred packing.

6. When 25 or more items are going to one destination, sort them into their own cartons or bins. Tape a routing slip to each container with the destination library address. Items in these sorted tubs do not require individual routing slips.

7. Pack containers neatly and not over their tops. Maximum acceptable weight is 40 pounds per carton or bag.

8. Place all cartons and bags ready for pickup on a surface at least 2 feet above the floor.

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD
SCHEDULE

CASH DISCOUNT:
1% NET 15 DAYS OF INVOICE DATE

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	<p>VENDOR IS TO PROVIDE DAILY DELIVERY OF LIBRARY MATERIALS FOR PUBLIC AND ACADEMIC LIBRARIES IN CONNECTICUT PER SPECIFICATIONS.</p>				
1.	<p>THE FOLLOWING IS THE COST FOR STOPS LISTED IN ROUTE A IN ATTACHEMENT 1 BASED ON <u>582 DELIVERIES</u> PER WEEK.</p>				
1 a.	Cost for providing delivery service to libraries listed on Attachment 1 of 582 deliveries per week.				
				\$ <u>9.00</u>	Per Stop Charge
				\$ <u>5,238.00</u>	Weekly Cost
				\$ <u>22,698.00</u>	Monthly Cost
				\$ <u>272,376.00</u>	Annual Cost
1 b.	Cost (statewide average) for Connecticut State Library to add stops onto the current schedule, Attachment 1.			\$ <u>9.00</u>	Per Stop Charge
1 c.	Cost (statewide average) for other libraries (mainly schools) wishing to purchase stops under this agreement:			\$ <u>9.00</u>	Per Stop Charge
1 d.	Removal of delivery location from listed stops.			\$ <u>9.00</u>	Per Stop Credit
	<p><u>NOTE:</u> Proposers must bid on all items in Item 1.</p>				
	<p><u>Optional Bid</u> COST FOR VENDOR TO PROVIDE TRACKING OF INDIVIDUAL ITEMS FROM PICK-UP THROUGH DELIVERY.</p>				
2.	Total cost for providing tracking of items picked up and delivered to vendor delivery sites as listed in Attachment 1.			\$ <u>.90</u>	Per Stop Charge
	<p>Fuel Surcharges not allowed.</p>				

Connecticut State Library Delivery Service
Contract #06PSX0106

This Contract (the "Contract") made as of the Twenty Fifth (25th) day of May, 2006, by and between, Service Warehousing & Logistics, LLC (the "Contractor,") with a principal place of business at 485 Ledyard Street, Harford, CT 06114, acting by Francis X. Chiusano, its Vice President & General Manager and the State of Connecticut, Department of Administrative Services/Procurement (the "State"), with a principal place of business at 165 Capitol Avenue, Hartford, Connecticut, acting by Teresa Dupont, its Contract Specialist, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 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 are acknowledged, Contractor and the State agree as follows:

1. **Term of Contract:** The Contract will be in effect from July 1, 2006 through June 30, 2010. The State reserves the sole right to extend this Contract for a period up to the full original Contract term or parts thereof.

2. **Description of Services:** Contractor shall provide delivery services to 120 libraries in Connecticut listed as Route A. The State Library handles delivery to the libraries listed on Route B. Delivery is defined as delivery Monday through Friday for the days indicated on Attachment 1, between the hours of 9:00 AM and 4:00 PM except for the official State of Connecticut holidays. Vendor must maintain a 98% delivery rate. Vendor is not allowed to charge any overtime or work on any state holiday.
 - Estimated number of items shipped per year 3,500,000
 - Estimated number of items per day 14,500
 - The range of items to be picked up on one day at each library may vary from 1 item to over 300.

The number of stops is indicated on Route A location schedule with the only exception for the holidays listed in RFP document Section 8. Vendor will sort all items overnight so items will be delivered on the next delivery date for the receiving library. Items sent to libraries on Route B must be bulk sorted and delivered to the State Library facility at 75 Van Block Street, Hartford, CT each day (<http://www.cslib.org/facvb.htm>). Items sent from Route B libraries to Route A libraries will be bulk sorted by the State Library. The vendor will pick these items up each day from the Van Block facility and deliver to the receiving library the next day. The vendor will maintain a secure sorting facility.

The Connecticut State Library may wish to remove or add stops to its delivery schedule. Vendors will provide a cost for adding stops. A stop is defined as going to one library once. The State Library may also wish to remove a stop: if for example a library reduces its hours or closes. This price would be subtracted from our scheduled payments. Schools or additional libraries may wish to receive delivery service. If so, the schools or libraries would be billed directly.

The vendor will schedule its delivery time during the hours a library is open between 9:00 a.m. and 4:00 p.m. Delivery will be to a specific area within the library, but close to the entrance. Exceptions will be negotiated with the library and the Division of Library

Connecticut State Library Delivery Service
Contract #06PSX0106

Development. The vendor will notify the library and the Division of Library Development by the close of the next business day of any missed stops.

MISSED DELIVERY/STOP AND PENALTIES

- The Connecticut State Library reserves the right to deduct from the amount due the vendor for missed deliveries as follows:
 - If the vendor does not notify the State Library by noon of the next day of missed deliveries, twice the delivery charge may be deducted from the amount due the vendor.
 - If the vendor misses more than one stop to a library during any five consecutive working days, twice the delivery charge for each missed stop may be deducted from the amount due the vendor.
 - Vendor must maintain a 98% delivery rate each month or the Connecticut State Library has the right to cancel the contract.
3. **Contract Extension:** Each contract may be renewed for a period up to the full original Contract term or parts thereof under the same terms and conditions.

Prices must remain firm for the first two years of the contract period. After the second year of the contract period, the awarded contractor(s) may file for a price adjustment consistent with and relative to price changes originating on the market trends (e.g. CPI) on an annual basis. The new pricing medium must be sent with the request for adjustment. Requests for such an adjustment must be fully and properly documented and, if approved, shall be firm for until the next annual anniversary date of the contract. The State reserves the right to reject any requested price adjustments if the best interests of the state will be served.

To request a price adjustment, the contractor(s) must submit a formal request to Teresa Dupont, Contract Specialist at the Department of Administrative Services/Procurement Services, Box 150414, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06115-0414, within thirty (30) days of the annual anniversary date of the contract. If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by any State agency prior to the effective date will be honored by the Contractor at the price in effect at the time of the issuance of the purchase order.

Any extension shall be in writing and signed by both parties, in the form of a contract supplement that the State will issue to the Contractor no later than 30 days prior to the expiration date.

In addition to the periods above, the State may extend this Contract on a month-to-month basis for a period of up to three months without changes to the pricing or other terms.

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4. **Change of Address** - In the event either party moves or updates contact information, the moving party shall inform the other of such changes in writing within 10 days. No governmental entity will be held responsible for payments or purchase orders delayed due to Contractor's failure to provide such notice. Change of address or telephone updates must be forwarded to each other as provided in Section 30.

5. **Insurance Requirements**

Contractor shall not commence work under this contract until all insurance required under this Section has been obtained, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained.

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 Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

Automobile Liability

\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, leased, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

Workers Compensation and Employers' Liability

Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee, and \$500,000 disease-policy limit.

Minimum Scope of Insurance

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less and A-, VII. All certificates of insurance shall be filed with the Department of Administrative Services on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The State of Connecticut shall be named as an Additional Insured for liability coverage required under this agreement. The Contractor's insurer shall have no right of recovery of subrogation against the State and the Contractor's insurance shall be primary coverage. The Certificate Holder Box shall read: State of CT., DAS/Procurement Services, 165 Capitol Ave., Hartford, CT 06106.

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6. **Contract Prices and Billing:** Contract Prices for services performed under this Contract are shown in Exhibit A, Contract Award Schedule, which is attached to and made a part of this Contract. The Contract Users agree to pay invoices on a net 45-day basis after receipt of invoice. The Contractor shall bill the State for the services provided. Billing notices shall include detailed spend information and services performed. A late payment charge shall be calculated in accordance with the Connecticut General Statutes.
7. **Audit:** At the option of the State and at its own expense, periodic audits may, at reasonable times, be made of the Contractor and all of its sub-contractors' books and records insofar as they pertain to the Contract. Such audits will be conducted by the State or a representative appointed by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.
8. **Reporting:** The Contractor shall provide detailed activity reports the Connecticut State Library on a monthly basis. The reports shall be provided in either electronic format or computer generated spreadsheets and shall provide the following information listed for each library:

- List by name and date of delivery those libraries served during the specific reporting month.

The State may reasonably request additional reports if needed and the Contractor shall use every effort to provide such reports. Late delivery or non-delivery of required reports may result in cancellation of the award and rejection of the Contractor's bids or proposals in future procurements.

9. **Independent Contractor:** Contractor agrees to act as an independent Contractor in performing all services under this Contract and, except as otherwise outlined in this Contract, agrees to maintain complete control over its employees and sub-Contractors (such control over the repairers being limited to the context of this Contract).
10. **Entire Contract** - The parties agree that this Contract embodies the entire agreement between the State and Contractor on the matters specified herein, whether expressed or implied, written or oral. No changes, amendments or modifications of any of the terms or conditions of this Contract are valid unless reduced to writing and signed by both parties. The following exhibits are attached and incorporated into this Contract as if they had been set forth in their entirety. In the event conflicts or disputes arise over issues not specifically addressed in this Contract, the exhibits will be used to resolve such conflicts or disputes in the following order of precedence:
- i. Exhibit A – Contract Award Schedule (pricing)
 - ii. Exhibit B - The State's Request for Proposals dated March 31, 2006
 - iii. Exhibit C - Contractor's Proposal Response dated May 1, 2006
11. **Severability:** If any provision of this Contract is found by a proper authority to be invalid or unenforceable, the remainder of the Contract shall remain valid and the invalid provision shall be replaced by a valid provision, which comes closest in intent to the invalid provision. The rest of the provisions shall remain in full force and effect.

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- 12. State Access to Records, Record Keeping, and Record Transfer:** The Contractor shall establish and maintain complete and accurate working papers and other evidence, including but not be limited to, documents, plans, books, computations, drawings, notes, reports, records and correspondence directly pertinent to performance under the contract, kept or stored in any form (collectively, the "Records"). During the term of the Contract, the Contractor shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the State free and full access to the Records during normal business hours. The Records are deemed to be the property of the State and shall be delivered to the State in a non-proprietary format, such as, but not limited to, ASCEE or .TXT, no later than thirty (30) days after the expiration or cancellation of the Contract or 15 days after the Contractor receives a written request from the State for the Records.
- 13. State Fiscal and Product Performance Requirements:** Any product or service acquisition resulting from this Contract shall be contingent upon contractual provisions for cancellation of such acquisition, without liability attaching to the State, if the applicable funds are not available for required payment or if the products or services fail to meet minimum State criteria for acceptance and performance reliability.
- 14. Offer of Gratuities:** The Contractor warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or agrees to, benefit financially or materially from this procurement. This Contract may be terminated by State without liability attaching to the State if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Contractor, the Contractor's agent(s), representatives(s) or employees(s).
- 15. Subletting or Assigning of Contract:** The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the Contractor therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of the State. No person, firm or corporation, or other entity, other than the Contractor to whom the project was awarded is permitted to commence work on the project unless such consent has been granted.
- 16. Executive Orders:** The Contractor shall comply with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999.
- 17. Americans with Disabilities Act:** The Contractor shall comply with the Americans with Disabilities Act in accordance with Public Law 101-336 and any other applicable federal laws and regulations.

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18. Confidentiality and Care of Data: The Contractor shall protect the confidentiality of any files, data or other material pertaining to this Contract and to restrict their use solely for the purpose of performing this Contract. The Contractor shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data will be borne by the Contractor when such loss or damage occurred through their negligence.

19. Termination:

A. Notwithstanding any provision or language in the Contract, the State, after discussion with Contractor, may suspend, postpone, abandon or terminate this Contract by written notice to the Contractor whenever the State determines in the State's sole discretion that such termination is in the best interests of the State. Any such written notice of termination shall specify the effective date of termination and the extent to which performance under the Contract is to be completed prior to such date. Termination in the best interests of the State shall in no event be deemed to be a breach of contract. Upon receipt of written notification from the State that this Contract is to be terminated, Contractor shall immediately cease operations on work being performed under this Contract and shall assemble all Records. The State shall review the Records and determine the amount of acceptable work performed under the terms of this Contract. The State shall pay Contractor for such work on an equitable basis, after discussions with Contractor, with the final determination to be made by the State. In determining the basis for such equitable payments, the State shall consider the amount of:

(1) work performed by Contractor, less any payments previously made, and

(2) allowable reimbursement expenses incurred by Contractor, less any payments previously made.

b. If either party breaches this 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. The notice may include an effective termination date if the breach is not cured by that 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 termination date, then the non-breaching party may terminate this Contract by giving the breaching party no less than twenty four (24) hours' written notice.

c. Upon termination of this Contract, all rights, duties and obligations hereunder shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except with respect to Sections 12, 13, 19, 20, 25, 26, 28, 29 and 30, which shall survive termination of this Contract.

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- 20. Payments Against a Contract Award:** In no case will the Contractor bill the user agencies for amounts in excess of the amount(s) indicated in the final Contract Award Schedule agreed to and accepted by both parties through this Contract. Any authorized or agreed additional charges can only be approved for payment by means of an amendment to this Contract in writing.
- 21. Day:** The word "day" as used in this Contract shall mean a business day, unless otherwise specifically noted, with business days being all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- 22. Headings:** The headings given to the paragraphs in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular paragraph to which the heading refers.
- 23. Indemnification:** Contractor shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Contract including, but not limited to, acts of commission or omission (collectively, the "Acts") by the Contractor or any of its members, directors, officers, shareholders, or employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties"); (2) liabilities arising, directly or indirectly, in connection with this Contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Contract; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. 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 to the Contractor reasonable notice of any such Claim. The Contractor shall also use counsel reasonably acceptable to the State in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Contract, and shall not be limited by reason of any insurance coverage.
- 24. Interpretation:** This Contract shall be interpreted without regard to any presumption or other rule requiring construction against the party who drafted it.
- 25. Liquidated Damages:** The parties acknowledge and agree that the damages that are to be expected as a result of a material breach of contract by Contractor may be uncertain in amount or very difficult to prove. In that event, the parties do intend and in fact now agree, if necessary, to liquidate damages in advance and stipulate that the amount is reasonable and an appropriate remedy as liquidated damages and not as a penalty.
- 26. Promotion:** Unless specifically authorized in writing by the State, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, or the seal of the State:
- (a) in any advertising, publicity, promotion;

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- (b) to express or imply any endorsement by the State of Contractor's product or services;
or
- (c) in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to produce and deliver in accordance with this Contract

27. Representations and Warranties: Contractor represents and warrants to the State that:

A. it is a duly and validly existing LLC Partnership under the laws of the State of Connecticut and authorized to conduct its business in the State of Connecticut in the manner contemplated by this Contract. Further, Contractor has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power and authority to execute, deliver and perform its obligations under this Contract;

B. it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract;

C. the execution, delivery and performance of this Contract by Contractor will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality (collectively, "Agencies"); or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

D. it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

E. neither it nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees have, within the three years preceding this Contract, in their current or former job, been convicted of, or had a civil judgment rendered against them or any of their current partners, managers, principal officers or any person who would perform any delivery services, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. 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. neither it nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees nor any person who would perform any services under this Contract, is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;

G. it has not within the three years preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default;

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H. it shall include the following provision in each subcontract to which it is or may be a party in connection with this Contract and to require that provision to be included in any lower tier subcontracts and purchase orders:

The subcontractors Frank Marino, Clarence Harold, Robert Depoutot, Steven Delage, Carl Potter, Yuri Pynylo, Karim Souadda, Gary Riggs, Richard Rivera, Edwin Crespo, Oleh Kusen, Oleg Krupa, Craig Black, Scott Vandyke, Jack's Trucking, Jeffrey Campbell, Misael Centena and Benjamin Woods certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

I. is in compliance with all of the requirements necessary to the obtaining of a current Certificate of Good Standing or Legal Existence issued by the Connecticut Secretary of State;

J. it has paid all workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

K. it has a record of compliance with OSHA regulations without any unabated, willful or serious violations;

L. it owes no unemployment compensation contributions;

M. it is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes; and

N. all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse

28. Sovereign Immunity: The parties acknowledge and agree that nothing in this Contract shall be construed as a waiver by the State of any rights or defenses of sovereign immunity, which it may have had, now has or will have with respect to all matters arising out of this Contract. To the extent that this provision conflicts with any other provision, this provision shall govern.

29. Notice. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given or which are given with respect to this Contract shall be in writing and shall be sent by first class U.S. Mail, postage prepaid, by hand delivery or by recognized, overnight express delivery service, addressed as follows:

To the Department of Administrative Services:
Connecticut Department of Administrative Services
165 Capitol Avenue, Hartford, CT 06115-0414
Attention: Teresa Dupont, Contract Specialist

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To the Contractor:

Service Warehousing & Logistics, LLC
485 Ledyard Street, Hartford, CT 06114
Attention: Francis Chiusano, Vice President & General Manager

30. Whistleblowing. This contract is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state 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 the Auditors of Public Accounts or the Attorney General under the provisions of this section, 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 the 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 executive head of the state or quasi- public agency may request the Attorney General to 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) each large state Contractor shall post a notice of the provisions of this section relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

31. Public Records. This contract is subject to the provisions of §1-218 of the Connecticut General Statutes. In accordance with this section, 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 (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. 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 the Freedom of Information Act. 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.

32. 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 parties which are not inconsistent with the provision of this Contract and which do not involve the assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

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33. Non-discrimination. References in this section to "contract" shall mean this Contract. This section is inserted in this Contract in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes.

(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 of 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 the 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 Section 46a-56; (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 this provisions of this section and Section 46a-56. The Contractor shall include the provisions of subsection (a) 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 Section 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.

(2) 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 terms of this contract and any amendments thereto.

The following section is inserted in this contract in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes.

(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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. The Contractor further agrees to take affirmative action to ensure

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that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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; (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 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 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 Sections 46-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (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 Section 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 project.

For purposes of this section, "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 Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

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.

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The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Contractor shall include the provisions of subsection (a) 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 Section 46a-56; provided, if such a 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.

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.

34. Applicable Law, Venue and Agent for Service of Process: This Contract shall be deemed to have been made in Hartford, Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this 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. Any dispute arising out of this Contract shall be subject to the jurisdiction of the courts of the State of Connecticut and the U.S. District Court for the District of Connecticut, as appropriate, and with respect to venue in the Judicial District of Hartford at Hartford or the U.S. District Court for the District of Connecticut in Hartford, as appropriate. 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. The Contractor agrees that the sole and exclusive means for the presentation of any Claim against the State shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings. The Contractor shall appoint agents in the State to receive service of process. If the Contractor fails to appoint said agent, the Secretary of the State of Connecticut is hereby appointed by the Contractor as its agent for service of process for any Claim. Such appointment shall be in effect throughout the term of this Contract, including its supplements, amendments or renewals, if any, and six (6) years thereafter except as otherwise provided by law.

35. Patented Devices, Material And Processes: The Contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this Contract by suitable legal agreement with the patentee or owner, and shall file a copy of that agreement with the State. The Contractor and the surety shall hold and save harmless the State, their officers or agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this Contract.

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IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract with full knowledge of and agreement with the terms and conditions of this Contract.

SERVICE WAREHOUSING & LOGISTICS, LLC

STATE OF CONNECTICUT
DEPARTMENT OF
ADMINISTRATIVE SERVICES

By: _____

By: _____

Francis X. Chiusano

(Print or Type Name)

Teresa Dupont

(Print or Type Name)

Title: Vice President & General Manager

Title: Contract Specialist

Date: _____

Date: _____