

**BID ADDENDUM**  
SP-18 Rev. 01/02

Purchasing Contact:  
**Elizabeth Basso, AFAO**

Telephone Number:  
**(860) 622-2037**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE**  
**EAST HARTFORD, CT 06108-3274**

|   |
|---|
| Bid Number<br><b>08ITZ0096</b>              |
| Bid Opening Date<br><b>January 29, 2009</b> |

**BID ADDENDUM #1**

**COMMODITY CLASS/SUB-CLASS AND DESCRIPTION:**

5018, Computer Peripherals

**FOR:**

Dept. of Information Technology, All Using State Agencies, Political Subdivisions, Municipalities, Non Profits and Education

**Addendum # 1 Changes/Updates the following:**

1. Adds Vendor Question and Answer Document
2. Adds Bid Schedule Electronic Copy Link
3. Adds List of Top 50 Products Purchased
4. Updates Restricted Items (.pdf Page 12), Bid Schedule (.pdf Pages 35-40) and Data File Information Sheet (.pdf Page 17)

**This Addendum should be *signed & returned* with your bid as acknowledgment of its receipt.**

\_\_\_\_\_

*Company Name*

\_\_\_\_\_

*Authorized Signature of Bidder*

\_\_\_\_\_

*Date*

**NOTE:**

- Bidder's signature above is acknowledging receipt of this bid addendum.
- This page should be ***signed & returned with your bid.*** In the event that it is not, vendors are hereby notified that you will be held to the obligation of whatever change/modification is set forth in the Addendum.

**APPROVED** \_\_\_\_\_

**Jacqueline Shirley,**  
**Director of Contract & Purchasing Division**  
(Original Signature on Document in Procurement Files)

**Date Issued: January 14, 2009**

Vendor Question and Answer Document  
Invitation to Bid 08ITZ0096, Computer Peripherals

1. **Q:** Does the State want one Published Price list from bidders own web catalog that provides list price for all the brands being offered? OR Does the State want a published price list directly from the manufacturer of each brand offered?

**A:** The State is requesting one list that provides the bidders published list pricing for the brands offered.

2. **Q:** Can bidder bid on as few as two sections of the bid to be considered for award?

**A:** Yes. It is not necessary to bid on all categories listed.

3. **Q:** When completing the bid documents, must bidder simply insert the discount off list per section? Would Excel sheets of each manufacturer and each sku and the corresponding discount off list be a better representation?

**A:** Bidder must complete the discount off list section. Multiple discounts can be listed if bidding multiple manufacturers.

4. **Q:** RE: Chart of Fields that needs to be included in the Core-CT system: At what point in the bid/award process must this data be provided. Must it be provided for each product that is being suggested for inclusion in the contract?

**A:** Yes. The functional data fields for the products offered must be included with the bid response, for each included product.

5. **Q:** From the Bid Description of Commodity and/or Service: Can multiple manufacturers be listed for each category? For example there are many manufacturers of Cat 6 Cable. Can bidders offer different discounts for each manufacturer? Manufacturers are not consistent with their pricing. If bidder can offer multiple manufacturers and discounts please advise as to the format the State would like to see.

**A:** Multiple manufacturers can be listed for each category, with different discounts. An electronic version of the Bid Schedule with additional columns for multiple manufacturers is available at:

<http://www.ct.gov/doit/cwp/view.asp?a=1306&Q=254998&doitNav=1> . A hard copy of the Bid Schedule page(s) must be submitted with bid response.

Vendor Question and Answer Document  
Invitation to Bid 08ITZ0096, Computer Peripherals

- 6. Q:** From Specifications and Requirements page 2: “Orders shall be placed at the discretion of each ordering entity to the contractor of choice if the State issues a multiple vendor award.:. If there are multiple awards, will there be multiple awards within a category or will there be only one award within a category? If multiple manufacturers are allowed, how would they be awarded?”

**A:** The language referenced refers to the number of bidders who may be awarded as a result of this bid.

- 7. Q:** Will there be any more specific listing of equipment? The list on hand is extremely vague without manufacturers, models or specifications.

**A:** No. This list is limited to categories of the most popular peripheral items purchased. To list all specific products would be too lengthy.

- 8. Q:** Do the vendors need to have the PeopleSoft capability at the time of bid response or simply at the time of contract execution?

**A:** The bidder’s PeopleSoft capability is required at the time of bid response.

- 9. Q:** The bid mentions a FUNCTIONAL DATA FILE that bidders need to include in the bid, but there is also reference to a Bidder’s PRICE LIST and the State is asking that bidders include (preferably in electronic format) the Bidder’s PRICE LIST in our response. How does this PRICE LIST differ from the FUNCTIONAL DATA FILE or are they one and the same?

**A:** The Bidders Price List includes published pricing and defines the price point that the discounts are to be based on. The Functional Data File consists of only the fields specified in the attachment (EFF\_DATE, ITEM\_STAT, etc.) and is necessary for inclusion in the CORE-CT System.

- 10. Q:** If these are two separate files, does the State need both included electronically in the response?

**A:** The Bidders Price List should be electronic, but it is not necessary. The functional data file must be in electronic format.

Vendor Question and Answer Document  
Invitation to Bid 08ITZ0096, Computer Peripherals

**11. Q:** If these are two separate files, does the State want the same data field names and field description in the PRICE LIST that are in the FUNCTIONAL DATA FILE or does the State need more or different information in the PRICE LIST? For instance, the FUNCTIONAL DATA FILE does not require the contractor's list price, but does the State need this for the Bidder's PRICE LIST?

**A:** These are two separate files, with separate purposes. The Functional Data File must have the field specified (EFF\_DATE, ITEM\_STAT, etc.). The Bidders Price List should include (at a minimum) Part Number or SKU, Item Description, Manufacturer, Published List Price, Discount, and List Price Less Discount.

**12. Q:** The bid mentions that bidders can send along a small sample of the Functional Data File for the State to review to let us know if it meets the State's needs. Attached is a small sample to review at the State's convenience. If for some reason it does NOT meet the State's needs, will bidder still be able to send a revised sample for review after the Jan 9 question cutoff?

**A:** The note at the bottom of the Chart of Fields page refers to a sample file for *awarded* vendor(s). The State *cannot* review any portion of a bid response prior to the bid opening date. That notation has been removed.

**13. Q:** Section 4 (2<sup>nd</sup> item): "...ability to use Oracle/People Soft for catalog management and order placement": Does the State mean the contractor is supposed to use the State's Oracle/People Soft product to manage order placement or that the bidder must be able to work with the State's Oracle/People Soft database?

**A:** Vendors provide an electronic file of product to be loaded into the State's CORE-CT Oracle/PeopleSoft database. Orders will be placed by participating agencies through CORE-CT.

**14. Q:** Section 4: "Supply long term retention of purchase history": How long does the bidder need to retain purchase history?

**A:** Throughout the life of the contract. 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 fifteen (15) days after the contractor receives a written request from the State for the records.

**15. Q:** Section 5: "Contractors system should allow for more than one delivery address per order entry if requested": Will the contractor be permitted to break orders into multiple orders/invoices to accommodate this scenario?

**A:** Yes.

Vendor Question and Answer Document  
Invitation to Bid 08ITZ0096, Computer Peripherals

**16. Q:** Page 5: Ecommerce section: “Bidders must provide State of CT as part of its bid response a functional data file .....”: Does the contractor need to submit the functional data file on the due date of the bid or after an award is made?

**A:** Yes, the functional data file must be submitted with the bid response on or before the due date of the bid.

**17. Q:** What methodology will be used to assure the contractor that a user is authorized to place an order or use a P-card? Will a file of authorized users be provided?

**A:** All orders generated from the CORE-CT system, a State of CT P-card, or a Purchase Order with State of Connecticut Comptrollers validation would be from authorized state users.

**18. Q:** Will the State reconsider accepting pricing calculated from a cost plus price schedule?

**A:** As stated in the Invitation to Bid, cost plus options will not be considered.

**19. Q:** Section 1. of Mandatory Requirements: Order acceptance through The State of Connecticut’s E-Commerce system and the vendor’s website. To meet the requirements of the State’s E-Commerce the bidder will need to provide a static price file on a negotiated time schedule. Our website transmits live/up to the minute pricing. There is a potential for small pricing inconsistencies with operating on both systems. Will the State accept this?

**A:** Pricing and orders will be based on the Functional Data File included with bid response and uploaded into the CORE-CT system. Any changes would need to be approved before being published to contract users.

**20. Q:** What are the top fifty products/manufacturers purchased under this agreement?

**A:** Please see attached list.

**21. Q:** Is standardized equipment purchased under this Agreement? If so what?

**A:** No.

Vendor Question and Answer Document  
Invitation to Bid 08ITZ0096, Computer Peripherals

**22. Q:** This company would like to offer, as part of a value-add to non-Executive branch entities, the balance of our catalog of products outside the scope of this bid. This would include a contracted price schedule and a separate published web site for Local (County & Municipal), Educational and Not-for-Profit entities in the State of Connecticut. Would that be considered as part of an award?

**A:** No. The resulting contract award will be for use by All Using State Agencies, Political Subdivisions, Municipalities, Non Profits and Education and will be based on the specifications of the Invitation to Bid.

**23. Q:** Do bidders have the option of offering the State larger discounts for specific manufacturer commodities than our standard proposal catalog offering?

**A:** Yes. The updated Bid Schedule will allow for manufacturer specific discounts.

**24. Q:** In reference to Special Terms and Conditions, Page 2, # 14 Supplier Diversity Provision – Will the State award vendors that do not qualify as a certified Small Business under the Supplier Diversity Program?

**A:** Yes, the State intends to award to both Small Business and Non Small Business vendors.

**25. Q:** The list of items restricted from purchase under this contract includes “Batteries”. The Bid Schedule includes batteries in Category 11 Power/UPS/Surge. Would the State please clarify which batteries should be included and which batteries are restricted from purchase.

**A:** Lithium Ion batteries should be included. Alkaline batteries are excluded. The Invitation to Bid has been updated with this information.

**26. Q:** Will the State consider awarding a sole source contract?

**A:** It is the intention of the State to award a multiple vendor contract. (A sole source contract would be the result of having waived the competitive bid process, which is not the case in this procurement.)

**27. Q:** With respect to the Supplier Diversity Provision, will the State consider the indirect and direct participation of a vendor’s subcontractors in meeting the required set-aside percentage?

**A:** No. Only those bidders who have State of Connecticut Dept. of Administrative Services certification as a Small, Minority or Woman-owned business will be considered as meeting this provision.

Vendor Question and Answer Document  
Invitation to Bid 08ITZ0096, Computer Peripherals

**28. Q:** In order to comply with the requirement of providing a current published list price, bidders would have to provide a printout consisting of over 500 pages of items. In lieu of a printed product and price list, will the state accept an electronic copy or a link to a web page which lists all of our items?

**A:** Yes, electronic copy will be accepted (preferably Excel). Links to web pages will not be accepted. Only those items covered under the categories listed on the Bid Schedule should be included.

ITB 08ITZ0096, Computer Peripherals  
 Top 50 Products Purchased Off Contract 05ITZ0076

|    | <b>QTY</b> | <b>DESCRIPTION</b>                   |
|----|------------|--------------------------------------|
| 1  | 1000       | CABLES 7' CAT6 550MHZ PAT CAB GREEN  |
| 2  | 1000       | TRIPP CAT5E PATCH SNAGLESS 14FT BLUE |
| 3  | 800        | KINGSTON 512MB USB DATA TRAVELER 2.0 |
| 4  | 701        | TRIPP CAT5E PATCH MOLDED 10FT BLUE   |
| 5  | 700        | EDGE 1GB DISKGO! USB FLASH DRIVE     |
| 6  | 630        | CABLES 5' CAT6 550MHZ PAT CAB GREY   |
| 7  | 591        | CABLES 10' CAT6 PAT CAB RJ-45 550MH  |
| 8  | 545        | CABLES 3' CAT6 550MHZ PAT CAB YELLOW |
| 9  | 500        | IBM 3592 TAPE CART 300GB W/LAB&INTIA |
| 10 | 500        | BELKIN CAT5E PATCH CAB 5FT YELLOW    |
| 11 | 450        | BELKIN CAT5E PATCH CAB 12FT BLUE     |
| 12 | 450        | CAB TO GO 10FT BLUE CAT5E NO BOOT    |
| 13 | 447        | BLACK BOX CAT6 PATCH SNAG 6FT BLACK  |
| 14 | 400        | ACER AL2216WBD 22" WIDE DVI          |
| 15 | 325        | KINGSTON 1GB USB 2.0 DATATRAVELER I  |
| 16 | 313        | APC 7FT CAT5 PATCH CABLE BLUE        |
| 17 | 310        | LABTEC GO420 HEADPHONE               |
| 18 | 300        | KINGSTON 512MB USB DATA TRAVELER 2.0 |
| 19 | 300        | BELKIN 6' CAT5E PATCH CABLE BLUE     |
| 20 | 265        | BELKIN CAT6 PATCH SNAG 7FT YELLOW    |
| 21 | 260        | BELKIN 5' CAT5E PATCH CAB RJ45M BLUE |
| 22 | 250        | KINGSTON 512MB USB DATA TRAVELER 2.0 |
| 23 | 250        | BELKIN CAT5E PATCH CAB 12FT BLUE     |
| 24 | 249        | ACER AL2216WBD 22" WIDE DVI          |
| 25 | 246        | LABTEC GO420 HEADPHONE               |
| 26 | 243        | CABLES 14' CAT6 SNAGLESS CABLE BLU   |
| 27 | 225        | TRIPP CAT5E PATCH SNAGLESS 3FT BLUE  |
| 28 | 211        | APC 10FT CAT5 PATCH CABLE BLUE       |
| 29 | 200        | KINGSTON 1GB RETRACTABLE USB FD      |
| 30 | 200        | KINGSTON 512MB USB DATA TRAVELER 2.0 |
| 31 | 200        | EDGE 128MB DISKGO! USB FLASH DRIVE   |
| 32 | 200        | SIMPLE 1GB DDR PC3200 184P DIMM      |
| 33 | 200        | SYSTIMAX 1-PORT MOD JACK 110 8W8P UT |
| 34 | 200        | BELKIN CAT5E PATCH CAB 10FT BLUE     |
| 35 | 200        | BELKIN CAT5E PATCH CAB 10FT BLUE     |
| 36 | 200        | BELKIN 7' CAT6 SNAGLE PATCH CAB BLU  |
| 37 | 200        | BELKIN 10'CAT5E RJ45M PATCH CAB BLUE |
| 38 | 200        | CABLES 10' CAT6 PATCH- BLACK         |
| 39 | 200        | BELKIN CAT5E PATCH CAB 8FT BLUE      |
| 40 | 189        | BELKIN CAT5E PATCH CAB 25FT BLACK    |
| 41 | 186        | EDGE 2GB DISKGO! USB FLASH DRIVE     |
| 42 | 170        | APC 10FT CAT5 PATCH CABLE BLUE       |
| 43 | 167        | BELKIN CAT6 PATCH SNAG 25FT BLACK    |
| 44 | 160        | TDK LTO3 ULTRIUM3 400/800GB 1PK      |
| 45 | 154        | LABTEC GO420 HEADPHONE               |
| 46 | 150        | TDK LTO4 ULTRIUM4 800/1.6TB 1PK      |
| 47 | 150        | LABTEC GO420 HEADPHONE               |
| 48 | 150        | BELKIN CAT5E PATCH SNAGLESS 1FT GRAY |
| 49 | 150        | BELKIN CAT5E PATCH SNAGLESS 4FT BLUE |
| 50 | 150        | BELKIN 9'CAT5E PATCH CAB RJ45M/RJ45  |





**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
101 EAST RIVER DRIVE, 4<sup>th</sup> Floor  
EAST HARTFORD, CT 06108-3274  
[www.ct.gov/doit](http://www.ct.gov/doit)

**BID NUMBER**

**08ITZ0096**

**Purchasing Contact:**  
Elizabeth Basso, AFAO

**E-mail Address:**  
[elizabeth.basso@ct.gov](mailto:elizabeth.basso@ct.gov)

SP-11 Rev. 01/08

## Invitation To Bid

*Specifications & Bid Documents Attached*

Bid Number: **08ITZ0096**

Bid Opening Date & Time: **Thursday, January 29, 2009 @ 2:00 p.m. EST**

Bid Class/Sub-Class & Description: **5018 – Computer Peripherals**

Requesting Agency: **Department of Information Technology, All Using State Agencies, Political Subdivisions, Municipalities, Non-Profits, Education**

**SPECIAL INSTRUCTIONS - PLEASE TAKE NOTE OF THE FOLLOWING:**

- *This will be a three (3) year contract award*
- *This Invitation to Bid includes Mandatory Requirements. Please Read Carefully.*
- *Deadline for Questions: 5:00 p.m. Friday January 9, 2009*
- This replaces the following contract award in part or in total: **05ITZ0076**

**Note:**

When returning the **ORIGINAL & ONE COPY & ONE ELECTRONIC COPY (CD)** of your bid response, use the mailing label format below on all sealed bid envelopes. (It has been perforated for your convenience)

**Ensure that YOUR mailing address is in the upper left corner of the sealed bid envelope.**

**NOTICE TO VENDORS:**

Logon to:

<http://www.ct.gov/doit/cwp/view.asp?a=1306&Q=254998&doitNav=|>

Click on the link **Register for Bidder Notification** complete the form to automatically receive a summary of new Bids & RFP's via e-mail.

**Return Bid To:**

**STATE OF CONNECTICUT**

**DEPARTMENT OF INFORMATION TECHNOLOGY  
IT CONTRACTS & PURCHASING DIVISION, 4<sup>th</sup> Flr.**

**101 EAST RIVER DRIVE  
EAST HARTFORD, CT. 06108-3274**

*Attn: Elizabeth Basso*

**SEALED BID NO.: 08ITZ0096**

**NOT TO BE OPENED UNTIL:**

**Thursday, January 29, 2009 @ 2:00 p.m. EST**

**Check at the Security Desk for the Bid Opening Room:**

- ▶ You must sign in and provide a picture ID at the Security Desk, DOIT, 101 East River Dr.
- ▶ If you are hand delivering your bid to the opening, allow enough time for minor delays.
- ▶ Ensure that your bid is TIME STAMPED by the mailroom on the bid opening date before 2:00 p.m.



**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**  
[www.ct.gov/doit](http://www.ct.gov/doit)

|  |
|--|
| <b>BID NUMBER</b><br><b>08ITZ0096</b>  |
| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
| <b>E-mail Address:</b><br><a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a> |
|  |

SP-26 Rev. 01/08

## BID PROPOSAL

|                                       |  |  |                                  |  |
|---------------------------------------|--|--|----------------------------------|--|
| <b>BID NUMBER</b><br><b>08ITZ0096</b> | <b>BID OPENING DATE</b><br><b>January 29, 2009</b> | <b>BID OPENING TIME</b><br><b>2:00 PM (ET)</b> | <b>BID SURETY</b><br><b>NONE</b> | <b>DATE ISSUED</b><br><b>Dec. 23, 2008</b> |
|---------------------------------------|--|--|----------------------------------|--|

|  |  |
|--|--|
| DESCRIPTION: <b>Computer Peripherals</b>   |  |
| COMMODITY CLASS /SUBCLASS: <b>5018</b>   | Agency Requisition Number(s): <b>ITD-336</b>                                     |
| FOR: <b>Department of Information Technology, All Using State Agencies, Political Subdivisions, Municipalities, Non-Profits and Education</b><br><b>101 East River Drive</b><br><b>East Hartford, CT 06108</b> | TERM OF CONTRACT / DELIVERY DATE REQ'D:<br><b>Three Years from Date of Award</b> |

**INVITATION TO BID:** Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed bids will be received by Contracts & Purchasing Division for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed to state agencies.

**AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:**

- That this BID is executed and signed by said bidder with full knowledge and acceptance of the provisions in Form SP-7A, entitled Standard Bid and Contract Terms and Conditions, of current issue and in effect on the date of bid issue.
- That should any part of this BID be accepted in writing by Director within thirty (30) calendar days from the date of bid opening (*unless an earlier date for acceptance is specified by bidder in BID Schedule*), said bidder will furnish and deliver the commodities and/or services for which this BID is made, in the quantities and at the prices bid, and in compliance with the provisions of the Standard Bid & Contract Terms & Conditions, Commodity Specifications, Bid Schedule, and *Special Bid & Contract Terms & Conditions*. Should award of any part of this BID be delayed beyond the time indicated, such award shall be conditioned upon bidder's acceptance.
- Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the Bid Schedule at the prices bid therein.

### BIDDER INFORMATION SECTION

|   |             |                            |               |
|---|-------------|----------------------------|---------------|
| COMPLETE BIDDER NAME (Trade Name, Doing Business As)  |             | SSN OR FEIN NUMBER         |               |
| BIDDER STREET ADDRESS   | CITY        | STATE                      | ZIP CODE      |
| CONTACT NAME (TYPED OR PRINTED)   | TELEPHONE # | FAX #                      |               |
|   | TOLL-FREE # |                            |               |
| <b>Written Signature of Person Authorized to sign Bids on behalf of the Above Named Bidder</b>  |             |                            | DATE EXECUTED |
| TYPE OR PRINT NAME OF AUTHORIZED PERSON   |             | TITLE OF AUTHORIZED PERSON |               |
| BIDDER E-MAIL ADDRESS   |             | BIDDER WEBSITE             |               |
| <b>BUSINESS TYPE:</b> <input type="checkbox"/> PROPRIETORSHIP (Individual) <input type="checkbox"/> PARTNERSHIP ( <i>you must attach the names and titles of all partners</i> )<br><input type="checkbox"/> CORPORATION    Type of Corporation: _____    State Incorporated in: _____ |             |                            |               |
| STATE EMPLOYEES <u>must</u> indicate your Position, Agency & Agency Address:  |             |                            |               |
| Current DAS <i>certified</i> CT Set-Aside business: <input type="checkbox"/> YES ( <i>copy of certificate included with bid</i> ) <input type="checkbox"/> NO   |             |                            |               |
| Has your business received funding from the Small Business Association? <input type="checkbox"/> YES <input type="checkbox"/> NO  |             |                            |               |
| Is your business reportable to the IRS? <input type="checkbox"/> YES ( <i>1099/W2 will be mailed to you at year end</i> ) <input type="checkbox"/> NO   |             |                            |               |
| <b>REMITTANCE INFORMATION:</b><br>( <i>if different from above address</i> )  |             |                            |               |

INVITATION TO BID 08ITZ0096  
COMPUTER PERIPHERALS  
SPECIFICATIONS AND REQUIREMENTS

All contractors awarded this Computer Peripheral Contract Award must be capable of providing direct delivery to all State of Connecticut Executive Branch State Agencies and participating State of Connecticut Political Subdivisions, Municipalities, Not-for-Profit Organizations and Education for a 3 year period from contract date of award.

This contract award will be based on a percentage off discount from contractor's published list price. Bidders price list specified in Bid Schedule must be included with bid response, preferably in electronic format. Cost plus options will not be considered.

Executive branch agencies of State government are required to use the State's E-Commerce (Core-CT) system – PeopleSoft Version 8.9 – for order placement. If during the term of the contract the State opts to begin utilizing a different or supplemental order placement method (i.e. EDI, "punch-out", etc.) the State and the contractor will work to accomplish this goal. It should be noted that the State does not have the ability to do a true punch-out to the vendor's web-site at this time, but the State may wish to work with awarded contractors during the term of the contract to develop and implement this method for order placement. Awarded contractors must have the ability to accept blanket purchase orders from contract customers for order placement.

All other contract customers Political Subdivisions, Municipalities and certain Not-for-Profit Organizations may place orders by the ordering method of their choice.

**MANDATORY REQUIREMENTS:**

**The following are mandatory requirements of this Invitation to Bid. Responses received without confirmation that the bidder can meet these requirements will be disqualified.**

- 1) Contractor(s) **must** be capable of accepting orders via telephone, facsimile, mail, the State of Connecticut's E-Commerce system and/or the contractor's website. In the State of Connecticut, Executive branch agencies of the state will have the ability to place orders by the State's Core-CT system and/or the vendor's website. All other contract customers may utilize the ordering method of their choice. The requirements for the Core-CT system are outlined under "Data File Information...".
- 2) Bidders **must** provide functional data files that include specific formats for contractual product and pricing information, as outlined under E-COMMERCE section.
- 3) It is required that the awarded contractor(s) provide a web page to advertise contract pricing. The web site must be accessible with a generic password for all contract customers. The web site must include at a minimum:
  - Published list pricing, State contracted discount percentage, final State price (list price minus percentage off)
  - Promotional section to highlight the approved contract promotions

INVITATION TO BID 08ITZ0096  
COMPUTER PERIPHERALS  
SPECIFICATIONS AND REQUIREMENTS

- How to Buy section including information on how to utilize either state's contract (includes telephone, fax, and e-mail information for sales and service personnel dedicated to the contract)
  - The State reserves the right to request modifications to the web page during the term of the contract. Any modifications, changes or updates must be reviewed and approved by the contract administrator prior to publication.
- 4) The contractor(s) **must** be able to support the following:
- The initial population of 650+ State Agency Executive branch accounts and additional eligible Political Subdivisions, Municipalities and Not-for-Profits
  - Ability to use Oracle/PeopleSoft catalog management for order placement
  - Utilize a web-based interface for order placement
  - have the ability of accepting blanket PO's for order placement
  - have the ability of accepting the State's P-Card (credit card) for order payment
  - have the ability of accepting electronic orders
  - have electronic order tracking capability
  - support long term retention of purchase history
  - Ability to generate reports based on shipments, items, volume, etc.
- 5) At a minimum, the contractor(s) **must** be able to support the following technical:
- Allow for integration with the State's E-Commerce system (CORE-CT) – PeopleSoft Version 8.9

Orders shall be placed at the discretion of each ordering entity to the contractor of their choice if the State issues a multiple vendor award.

It is the intent of the State to offer and encourage the use of this contract to all eligible entities statewide. The State makes no representations or warranties concerning the use of the contract from any Political Subdivision or not-for-profit of the State. Awarded contractors will be expected to serve all eligible entities.

The following items will be restricted from purchase under this contract:

- All Types Media (tape, disk, etc.)
- Printers, accessories and supplies
- **Alkaline Batteries**
- Video equipment, accessories and supplies
- Photographic equipment, accessories and supplies
- Television equipment and accessories

Contractor's system should allow for more than one delivery address and/or multiple cost centers per ordering entity if requested.

INVITATION TO BID 08ITZ0096  
COMPUTER PERIPHERALS  
SPECIFICATIONS AND REQUIREMENTS

**E-COMMERCE (ELECTRONIC COMMERCE)**

The State of Connecticut utilizes an internet-based E-Procurement ordering system – PeopleSoft/Oracle – known as Core-CT. With Core-CT, awarded contractors will be required to receive purchase orders from the State of Connecticut through this system.

Bidders **must** provide the State of Connecticut, as part of their bid response, functional data files that include specific formats for product and pricing information. These functional data files will then be loaded into a catalog on this system for ordering purposes. Companies that do not and/or cannot comply with these requirements will not be considered for award.

Detailed information on E-Commerce/Data File Requirements and Core-CT is available on-line at [http://www.das.state.ct.us/Purchase/Info/supplier\\_kit.asp](http://www.das.state.ct.us/Purchase/Info/supplier_kit.asp).

**Contract Award**

- Upon contract award, the functional data file included with bid response will be loaded for ordering. Complete descriptions in the item file are required to facilitate ease of product searching. Abbreviations in item descriptions will not be allowed.

**Data Updates**

- During the term of the contract, data file updates (price changes, product changes, additions or deletions) must be provided in the format specified.
- Failure to provide functional data files within the allotted time will constitute a violation/breach of contract.
- The State has the sole right to pursue courses of action up to and including contract termination.
- Frequency of data file updates is outlined in the pricing specifications section of the document. Additional information on data updates is available in the supplier kit found at [http://www.das.state.ct.us/Purchase/Info/supplier\\_kit.asp](http://www.das.state.ct.us/Purchase/Info/supplier_kit.asp).
- Existing pricing/product information will remain in effect until a functional data update is received and a contract supplement is issued.

All orders shall be FOB destination (all freight charges included). No additional fuel surcharges are allowed.

The contractor(s) shall resolve all order and invoice discrepancies within five business days. If the discrepancy cannot be resolved within the specified time frame, the contractor shall take all steps the ordering entity deems reasonably necessary or appropriate to resolve the discrepancies.

Products returned due to quality problems, etc. shall be picked up by the contractor within five business days with no restocking or return fees, and shall be replaced with specified products or the ordering entity shall be credited/refunded for the full purchase price.

INVITATION TO BID 08ITZ0096  
COMPUTER PERIPHERALS  
SPECIFICATIONS AND REQUIREMENTS

Products ordered in error must be returned for credit within fifteen (15) business days of receipt. Products must be in resalable condition (original container, unused). The contractor may not charge for such returns. There shall be no restocking charges.

Invoices must include line item detail (i.e. part number, description, quantity, cost per item, total cost). An invoice must be completed for every order placed through the contract. Credit invoices must be generated for returns.

**Price Adjustments**

It is the sole responsibility of the contractor to notify the contact person in writing of price increases or decreases. The notice shall contain the effective date for the price increase or decrease to allow sufficient time (at least 15 calendar days) to notify eligible entities. For a price increase, the notice shall be accompanied by proof of cost increase on manufacturer's letterhead.

**Decreases**

Any increased percentage off of catalog or a decrease in published list pricing resulting in a cost decrease is encouraged at any time during the term of the contract. Contractors must forward the request in writing to DOIT Contracts and Purchasing for review and the decrease must be accepted and approved prior to implementation. Once approved the cost decrease will be effective immediately and will be made available to all eligible entities. The contractor must immediately provide the State with a functional data file update reflecting the price decreases.

Successful contractor(s) are required to have an emergency back-up plan in place in the event of power outages, computer failures, product shortages or any other emergency situation.

The State of Connecticut reserves the right to seek additional discounts, create a promotional discount opportunity, improve catalog discounts, and /or contract separately if in the judgment of DOIT Contracts and Purchasing doing so would enable the State to realize a cost savings, over and above the published contract prices. Cost reductions will be submitted to DOIT Contracts and Purchasing for review and approval prior to being offered to all eligible entities of the State of Connecticut.

The State of Connecticut may use a purchasing card for order placement and payment. Suppliers will be required to accept this method of payment when requested to do so by contract customers. The Supplier shall be aware that he/she is responsible for the credit card user handling fee associated with credit card purchases. Supplier should only charge to the State's P-Card when the goods are delivered (physical receipt of goods, at store) or are shipped.

# Data File Information for State of Connecticut Vendors Needed for Core-CT/PeopleSoft Financial System

## Required Information about the Data File

### IMPORTANT:

Go to:

[http://www.das.state.ct.us/Purchase/Info/supplier\\_kit.asp](http://www.das.state.ct.us/Purchase/Info/supplier_kit.asp)

for

- a) an electronic version of this document,
  - b) a sample Excel spreadsheet with *required* headings &
  - c) a listing of required ANSI units of measure.
- 1) **Data File Name** – The Data File Name must be in the following format –Vendor Name\_NEW Vendor Contract #\_Date of file in order to properly identify the proper Contract and Vendor

(Example – Acme\_03PSX315AF\_06-26-03.txt)

NOTE: - If you are unaware of the format of your contract number, you may refer to the DAS Procurement Services web page:

<http://www.das.state.ct.us/busopp.asp>

- 2) **File Type** – File must be in .txt or .xls (Excel) format.
- 3) **Field Names** – The Field Names in the chart that follows **MUST** be used in all files. No variation is allowed. Row 1 *only* of the Excel Spreadsheet is reserved for the Field Names. A sample Excel spreadsheet is provided on our web site (see above).
- 4) **Field Lengths** - Keep within the Field Lengths and format fields in the proper types indicated in the chart below.
- 5) **Hidden Data** - File cannot contain hidden data beyond the normal data area.
- 6) **Blank Rows** - Eliminate blank rows.
- 7) **Extra Characters** – Do not add characters to the right of the last column.
- 8) **Special Characters** - Use no Special Characters in non-text fields.
- 9) **Use All Caps for text** - no mixed case.
- 10) **Duplicate Items** - Do not duplicate items. Duplicate items are those with the same Manufacturer Name, Manufacturer Part Number, and Unit of Measure & Minimum Order Quantity.
- 11) **Data Sorting** - The data does not need to be sorted alphabetically.
- 12) **File Updates** – **THIS IS IMPORTANT** – Once your initial file is loaded, you can also create duplicate items if you unintentionally change the text in the Manufacturer Name, Manufacturer Part Number, Unit of Measure & Minimum Order Quantity fields. If this data changes, you must inactivate the current item, then add a new item to take its place.

NOTE: We want your best description but the State of Connecticut reserves the right to use the best item description available.

## Chart of Fields to be included in Data File for State of Connecticut Core-CT System

| Field Name<br>and Description                      | Field Type & Length   | Required<br>or<br>Optional | Additional Information  |
|--|---|----------------------------|---|
| <b>EFF_DATE</b><br>Effective Date                  | date (10)   | <b>Required</b>            | MM/DD/YYYY<br>(Month-Day-Full 4-digit Year)<br>Ex. 07/08/2006   |
| <b>ITEM_STAT</b><br>Status as of<br>Effective Date | character (1 char.)<br>Only valid character is I                    | <b>Required</b>            | <b>Vendor only needs to indicate the letter I if an item is inactivated.</b><br>New/Changed items need no indicator. IMPORTANT: Also see 10) Duplicate Items on the previous page.                                    |
| <b>UN_CODE</b><br>Category Code                    | character (8 char.)<br><br>We currently use Version 6.0315          | (if avail.)                | First level of the UNSPSC Code.<br>Ex. NN000000<br>If you do not use the "UN" code, leave this field blank.   |
| <b>DESCR</b><br>Description                        | character (245 char. MAX.)  | <b>Required</b>            | Product/Service Description<br>Put "best" user description in first 30 characters. <b>Cannot be blank.</b><br>Packaging info. (see below) will be appended at end of the description.                                 |
| <b>LEAD_TIME</b><br>Lead Time                      | number (3)  | (if avail.)                | Actual lead time required for the items being provided. This should be the delivery time specified in the contract in number of days. If you cannot provide, leave blank.   |
| <b>MFG_NAME</b><br>Manufacturer<br>Name            | character (50 char.)  | <b>Required</b>            | Manufacturer Name<br><b>IMPORTANT: This is a KEY FIELD. Cannot be blank.</b>  |
| <b>MFG_PART_NO</b><br>Manufacturer<br>Part Number  | character (50 char.)  | <b>Required</b>            | <b>IMPORTANT: This is a KEY FIELD.</b><br>Each item in your file MUST have a UNIQUE manufacturer part number <b>not</b> a vendor unique part number for the item. <b>These cannot be duplicated in multiple rows.</b> |
| <b>MOQ</b><br>Minimum Order<br>Quantity            | number (3 char.)  | <b>Required</b>            | Use if contract allows, else a value of 1 should be used.<br>See Interaction and proper use of Minimum Order Quantity, Unit (Vendor) Price, Unit of Measure and Packaging below.                                      |
| <b>VNDR_PRICE</b><br>Vendor Price                  | number (15.5 char.)<br><br>Ex. 1234567890.12345<br>(16 bytes total) | <b>Required</b>            | Unit Price. No "\$" OR "commas." Vendor pricing must match contract. See Interaction and proper use of Minimum Order Quantity, Unit (Vendor) Price, Unit of Measure and Packaging, below.                             |



|   |  |                 |  |
|---|--|-----------------|--|
| <b>UOM</b><br>Unit of Measure                 | character (2 char.)  | <b>Required</b> | We use the ANSI Standard. See Interaction and proper use of Minimum Order Quantity, Unit (Vendor) Price, Unit of Measure and Packaging, below.   |
| <b>PKG</b><br>Packaging                       | character (9 char.)<br>Format: 12/CA 9/BX 24/CT<br>If UOM is EA, PKG should be 1/EA. | <b>Required</b> | Number of units in a package Must tie in with <b>UOM</b> and <b>VNDR_PRICE</b> as provided. See Interaction and proper use of Minimum Order Quantity, Unit (Vendor) Price, Unit of Measure and Packaging, below. |
| <b>VNDR_PART_NO</b><br>Vendor Part Number     | character (50 char.)   | Optional        | Provide only if is different from Manufacturer Part Number   |
| <b>CONTRACT_NO</b><br>Contract Number         | character (11 char.)<br>Format is NNAAANNNNAA  | <b>Required</b> | Contract Number - Vendor to supply full State of Connecticut contract number in new format including 2-alpha suffix.   |
| <b>MSDS</b><br>Material Safety Data Sheet     | character (1 char.)  | Optional        | Indicate a Y if a MSD Sheet is required for this item.   |
| <b>HAZMAT_CODE</b><br>Hazardous Material Code | character (10 char.)   | Optional        | Indicate the Hazardous Material Code if required for this item.  |

**Interaction and proper use of  
Minimum Order Quantity, Unit (Vendor) Price, Unit of Measure and Packaging**

As an example, an item is sold as a **Box** containing 3 Adapters. The **UOM** is **Box** and the **Unit Price** is for a Box containing 3 modules. This makes the **Minimum Order Quantity** 1 Box; not 3 each. This demonstrates how Packaging, Unit of Measure, Unit Price and Minimum Order Quantity must be consistently applied. The minimum that must be ordered for this item is "one box of three modules @ \$750 per box. A common mistake is to use the price for an individual module, which in this example would be \$250.00, which does not correspond to the UOM, which is Box.

**If an item comes in a package of 3 but you are willing to sell one (each), that item does not need to have a value in the packaging field. Minimum Order Quantity should be 1.**

## State of Connecticut ERP System Vendor Contract Questionnaire

**Fill out questionnaire for the data file requested.**

**GENERAL INFORMATION:**

|                                     |  |
|-------------------------------------|--|
| Vendor Name:                        |  |
| Full Contract Number & Description: |  |
| FEIN or SSN:                        |  |

**BUSINESS CONTACT: (The person in your company responsible for the contract and can answer any questions relating to pricing)**

|               |  |
|---------------|--|
| Name:         |  |
| Email:        |  |
| Phone Number: |  |
| Fax Number:   |  |

**TECHNICAL CONTACT: (The person in your company responsible for putting together the electronic data file to provide to the State of Connecticut.)**

|               |  |
|---------------|--|
| Name:         |  |
| Email:        |  |
| Phone Number: |  |
| Fax Number:   |  |

**DATA INFORMATION:**

|   |     |    |                |
|---|-----|----|----------------|
| Can you provide a UNSPSC category code in your data file?                           | Yes | No | Which Version? |
| What is the approximate number of records in your data file                         |     |    |                |
| Typically, how often can updates occur? (i.e. once/year, monthly, occasional, etc.) |     |    |                |

-----  
**KEEP A COPY OF THIS PAGE FOR YOUR RECORDS**

| EFF_DATE | ITEM_STAT | UN_CODE | DESCR | LEAD_TIME | MFG_NAME | MFG_PART_NO | MOQ | VNDR_PRICE | UOM | PKG | VNDR_PART_NO | CONTRACT_NO | MSDS | HAZMAT_CODE |
|----------|-----------|---------|-------|-----------|----------|-------------|-----|------------|-----|-----|--------------|-------------|------|-------------|
|----------|-----------|---------|-------|-----------|----------|-------------|-----|------------|-----|-----|--------------|-------------|------|-------------|

## ANSI X-12 EDI Allowable Units of Measure and Codes

| <b>Code</b> | <b>Description</b>                     |
|-------------|--|
| AA          | Ball                                   |
| AB          | Bulk Pack                              |
| AC          | Acre                                   |
| AD          | Bytes                                  |
| AE          | Amperes per Meter                      |
| AF          | Centigram                              |
| AG          | Angstrom                               |
| AH          | Additional Minutes                     |
| AI          | Average Minutes Per Call               |
| AJ          | Cop                                    |
| AK          | Fathom                                 |
| AL          | Access Lines                           |
| AM          | Ampoule                                |
| AN          | Minutes or Messages                    |
| AO          | Ampere-turn                            |
| AP          | Aluminum Pounds Only                   |
| AQ          | Anti-hemophilic Factor (AHF) Units     |
| AR          | Suppository                            |
| AS          | Assortment                             |
| AT          | Atmosphere                             |
| AU          | Ocular Insert System                   |
| AV          | Capsule                                |
| AW          | Powder-Filled Vials                    |
| AX          | Twenty                                 |
| AY          | Assembly                               |
| AZ          | British Thermal Units (BTUs) per Pound |
| A8          | Dollars per Hours                      |
| BA          | Bale                                   |
| BB          | Base Box                               |
| BC          | Bucket                                 |
| BD          | Bundle                                 |
| BE          | Beam                                   |
| BF          | Board Feet                             |
| BG          | Bag                                    |
| BH          | Brush                                  |
| BI          | Bar                                    |
| BJ          | Band                                   |
| BK          | Book                                   |
| BL          | Block                                  |
| BM          | Bolt                                   |
| BN          | Bulk                                   |
| BO          | Bottle                                 |
| BP          | 100 Board Feet                         |
| BQ          | Brake horse power                      |
| BR          | Barrel                                 |
| BS          | Basket                                 |
| BT          | Belt                                   |
| BU          | Bushel                                 |
| BV          | Bushel, Dry Imperial                   |
| BW          | Base Weight                            |
| BX          | Box                                    |
| BY          | British Thermal Unit (BTU)             |

|    |   |
|----|---|
| BZ | Million BTU's                               |
| B0 | British Thermal Units (BTUs) per Cubic Foot |
| B1 | Barrels per Day                             |
| B2 | Bunks                                       |
| B3 | Batting Pound                               |
| B4 | Barrel, Imperial                            |
| B5 | Billet                                      |
| B6 | Bun   |
| B7 | Cycles                                      |
| B8 | Board                                       |
| B9 | Batt  |
| CA | Case  |
| CB | Carboy                                      |
| CC | Cubic Centimeter                            |
| CD | Carat                                       |
| CE | Centigrade, Celsius                         |
| CF | Cubic Feet                                  |
| CG | Card  |
| CH | Container                                   |
| CI | Cubic Inches                                |
| CJ | Cone  |
| CK | Connector                                   |
| CL | Cylinder                                    |
| CM | Centimeter                                  |
| CN | Can   |
| CO | Cubic Meters (Net)                          |
| CP | Crate                                       |
| CQ | Cartridge                                   |
| CR | Cubic Meter                                 |
| CS | Cassette                                    |
| CT | Carton                                      |
| CU | Cup   |
| CV | Cover                                       |
| CW | Hundred Pounds (CWT)                        |
| CX | Coil  |
| CY | Cubic Yard                                  |
| CZ | Combo                                       |
| C0 | Calls                                       |
| C1 | Composite Product Pounds (Total Weight)     |
| C2 | Carset                                      |
| C3 | Centiliter                                  |
| C4 | Carload                                     |
| C5 | Cost  |
| C6 | Cell  |
| C7 | Centipoise (CPS)                            |
| C8 | Cubic Decimeter                             |
| C9 | Coil Group                                  |
| DA | Days  |
| DB | Dry Pounds                                  |
| DC | Disk (Disc)                                 |
| DD | Degree                                      |
| DE | Deal  |
| DF | Dram  |
| DG | Decigram                                    |
| DH | Miles                                       |

|    |                                  |
|----|----------------------------------|
| DI | Dispenser                        |
| DJ | Decagram                         |
| DK | Kilometers                       |
| DL | Deciliter                        |
| DM | Decimeter                        |
| DN | Deci Newton-Meter                |
| DO | Dollars, U.S.                    |
| DP | Dozen Pair                       |
| DQ | Data Records                     |
| DR | Drum                             |
| DS | Display                          |
| DT | Dry Ton                          |
| DU | Dyne                             |
| DW | Calendar Days                    |
| DX | Dynes per Centimeter             |
| DY | Directory Books                  |
| DZ | Dozen                            |
| D2 | Shares                           |
| D3 | Square Decimeter                 |
| D5 | Kilogram Per Square Centimeter   |
| D8 | Draize Score                     |
| D9 | Dyne per Square Centimeter       |
| EA | Each                             |
| EB | Electronic Mail Boxes            |
| EC | Each per Month                   |
| ED | Inches, Decimal--Nominal         |
| EE | Employees                        |
| EF | Inches, Fraction-Nominal         |
| EG | Double-time Hours                |
| EH | Knots                            |
| EJ | Locations                        |
| EM | Inches, Decimal-Minimum          |
| EP | Eleven pack                      |
| EQ | Equivalent Gallons               |
| EV | Envelope                         |
| EX | Feet, Inches and Fraction        |
| EY | Feet, Inches and Decimal         |
| EZ | Feet and Decimal                 |
| E1 | Hectometer                       |
| E3 | Inches, Fraction--Average        |
| E4 | Inches, Fraction--Minimum        |
| E5 | Inches, Fraction--Actual         |
| E7 | Inches, Decimal--Average         |
| E8 | Inches, Decimal--Actual          |
| E9 | English, (Feet, Inches)          |
| FA | Fahrenheit                       |
| FB | Fields                           |
| FC | 1000 Cubic Feet                  |
| FD | Million Particles per Cubic Foot |
| FE | Track Foot                       |
| FF | Hundred Cubic Meters             |
| FG | Transdermal Patch                |
| FH | Micromolar                       |
| FJ | Sizing Factor                    |
| FK | Fibers                           |

|    |                                    |
|----|------------------------------------|
| FL | Flake Ton                          |
| FM | Million Cubic Feet                 |
| FO | Fluid Ounce                        |
| FP | Pounds per Sq. Ft.                 |
| FR | Feet Per Minute                    |
| FS | Feet Per Second                    |
| FT | Foot                               |
| FZ | Fluid Ounce (Imperial)             |
| F1 | Thousand Cubic Feet Per Day        |
| F2 | International Unit                 |
| F3 | Equivalent                         |
| F4 | Minim                              |
| F5 | MOL                                |
| F6 | Price Per Share                    |
| F9 | Fibers per Cubic Centimeter of Air |
| GA | Gallon                             |
| GB | Gallons/Day                        |
| GC | Grams per 100 Grams                |
| GD | Gross Barrels                      |
| GE | Pounds per Gallon                  |
| GF | Grams per 100 Centimeters          |
| GG | Great Gross (Dozen Gross)          |
| GH | Half Gallon                        |
| GI | Imperial Gallons                   |
| GJ | Grams per Milliliter               |
| GK | Grams per Kilogram                 |
| GL | Grams per Liter                    |
| GM | Grams per Sq. Meter                |
| GN | Gross Gallons                      |
| GO | Milligrams per Square Meter        |
| GP | Milligrams per Cubic Meter         |
| GQ | Micrograms per Cubic Meter         |
| GR | Gram                               |
| GS | Gross                              |
| GT | Gross Kilogram                     |
| GU | Gauss per Oersteds                 |
| GV | Gigajoules                         |
| GW | Gallons Per Thousand Cubic Feet    |
| GX | Grain                              |
| GY | Gross Yard                         |
| GZ | Gage Systems                       |
| G2 | U.S. Gallons Per Minute            |
| G3 | Imperial Gallons Per Minute        |
| G4 | Gigabecquerel                      |
| G5 | Gill (Imperial)                    |
| G7 | Microfiche Sheet                   |
| HA | Hank                               |
| HB | Hundred Boxes                      |
| HC | Hundred Count                      |
| HD | Half Dozen                         |
| HE | Hundredth of a Carat               |
| HF | Hundred Feet                       |
| HG | Hectogram                          |
| HH | Hundred Cubic Feet                 |
| HI | Hundred Sheets                     |

|    |   |
|----|---|
| HJ | Horsepower  |
| HK | Hundred Kilograms                                     |
| HL | Hundred Feet - Linear                                 |
| HM | Miles Per Hour  |
| HN | Millimeters of Mercury                                |
| HO | Hundred Troy Ounces                                   |
| HP | Millimeter H2O  |
| HQ | Hectare   |
| HR | Hours   |
| HS | Hundred Square Feet                                   |
| HT | Half Hour   |
| HU | Hundred   |
| HV | Hundred Weight (Short)                                |
| HW | Hundred Weight (Long)                                 |
| HY | Hundred Yards   |
| HZ | Hertz   |
| H1 | Half Pages - Electronic                               |
| H2 | Half Liter  |
| H4 | Hectoliter  |
| IA | Inch Pound  |
| IB | Inches Per Second (Vibration Velocity)                |
| IC | Counts per Inch                                       |
| IE | Person  |
| IF | Inches of Water                                       |
| IH | Inhaler   |
| II | Column-Inches   |
| IK | Peaks per Inch (PPI)                                  |
| IL | Inches per Minute                                     |
| IM | Impressions   |
| IN | Inch  |
| IP | Insurance Policy                                      |
| IT | Counts per Centimeter                                 |
| IU | Inches Per Second (Linear Speed)                      |
| IV | Inches Per Second Per Second (Acceleration)           |
| IW | Inches Per Second Per Second (Vibration Acceleration) |
| JA | Job   |
| JB | Jumbo   |
| JE | Joule Per Kelvin                                      |
| JG | Joule per Gram  |
| JK | Mega Joule per Kilogram                               |
| JM | Megajoule/Cubic Meter                                 |
| JO | Joint   |
| JR | Jar   |
| JU | Jug   |
| J2 | Joule Per Kilogram                                    |
| KA | Cake  |
| KB | Kilocharacters  |
| KC | Kilograms per Cubic Meter                             |
| KD | Kilograms Decimal                                     |
| KE | Keg   |
| KF | Kilopackets   |
| KG | Kilogram  |
| KH | Kilowatt Hour   |
| KI | Kilograms/Millimeter Width                            |
| KJ | Kilosegments  |



|    |  |
|----|--|
| KK | 100 Kilograms                                      |
| KL | Kilograms/Meter                                    |
| KM | Kilograms per Square Meter, Kilograms, Decimal     |
| KO | Millequivalence Caustic Potash per Gram of Product |
| KP | Kilometers Per Hour                                |
| KQ | Kilopascal   |
| KR | Kiloroentgen                                       |
| KS | 1000 Pounds per Square Inch                        |
| KT | Kit  |
| KU | Task   |
| KV | Kelvin   |
| KW | Kilograms per Millimeter                           |
| KX | Milliliters per Kilogram                           |
| K1 | Kilowatt Demand                                    |
| K2 | Kilovolt Amperes Reactive Demand                   |
| K3 | Kilovolt Amperes Reactive Hour                     |
| K4 | Kilovolt Amperes                                   |
| K5 | Kilovolt Amperes Reactive                          |
| K6 | Kiloliter  |
| K7 | Kilowatt   |
| K9 | Kilograms per Millimeter Squared (KG/MM2)          |
| LA | Pounds Per Cubic Inch                              |
| LB | Pound  |
| LC | Linear Centimeter                                  |
| LE | Lite   |
| LF | Linear Foot  |
| LG | Long Ton   |
| LH | Labor Hours  |
| LI | Linear Inch  |
| LJ | Large Spray  |
| LK | Link   |
| LL | Lifetime   |
| LM | Linear Meter                                       |
| LN | Length   |
| LO | Lot  |
| LP | Liquid Pounds                                      |
| LQ | Liters Per Day                                     |
| LR | Layer(s)   |
| LS | Lump Sum   |
| LT | Liter  |
| LX | Linear Yards Per Pound                             |
| LY | Linear Yard  |
| L2 | Liters Per Minute                                  |
| MA | Machine/Unit                                       |
| MB | Millimeter-Nominal                                 |
| MC | Microgram  |
| MD | Air Dry Metric Ton                                 |
| ME | Milligram  |
| MF | Milligram per Sq. Ft. per Side                     |
| MG | Metric Gross Ton                                   |
| MH | Microns (Micrometers)                              |
| MI | Metric   |
| MJ | Minutes  |
| MK | Milligrams Per Square Inch                         |
| ML | Milliliter   |

|    |   |
|----|---|
| MM | Millimeter  |
| MN | Metric Net Ton  |
| MO | Months  |
| MP | Metric Ton  |
| MQ | 1000 Meters   |
| MR | Meter   |
| MS | Square Millimeter   |
| MT | Metric Long Ton   |
| MU | Millicurie  |
| MV | Number of Mults   |
| MW | Metric Ton Kilograms                                      |
| MX | Mixed   |
| MY | Millimeter-Average  |
| MZ | Millimeter-minimum  |
| M0 | Magnetic Tapes  |
| M1 | Milligrams per Liter                                      |
| M2 | Millimeter-Actual   |
| M3 | Mat   |
| M4 | Monetary Value  |
| M5 | Microcurie  |
| M6 | Millibar  |
| M7 | Micro Inch  |
| M8 | Mega Pascals  |
| M9 | Million British Thermal Units per One Thousand Cubic Feet |
| NA | Milligrams per Kilogram                                   |
| NB | Barge   |
| NC | Car   |
| ND | Net Barrels   |
| NE | Net Liters  |
| NF | Messages  |
| NG | Net Gallons   |
| NH | Message Hours   |
| NI | Net Imperial Gallons                                      |
| NJ | Number of Screens   |
| NL | Load  |
| NM | Nautical Mile   |
| NN | Train   |
| NQ | Mho   |
| NR | Micro Mho   |
| NS | Short Ton   |
| NT | Trailer   |
| NU | Newton-Meter  |
| NV | Vehicle   |
| NW | Newton  |
| NX | Parts Per Thousand  |
| NY | Pounds Per Air-Dry Metric Ton                             |
| N1 | Pen Calories  |
| N2 | Number of Lines   |
| N3 | Print Point   |
| N4 | Pen Grams (Protein)                                       |
| N6 | Megahertz   |
| N7 | Parts   |
| N9 | Cartridge Needle  |
| OA | Panel   |

|    |   |
|----|---|
| OC | Billboard   |
| ON | Ounces per Square Yard                                |
| OP | Two pack  |
| OT | Overtime Hours  |
| OZ | Ounce - Av  |
| PA | Pail  |
| PB | Pair Inches   |
| PC | Piece   |
| PD | Pad   |
| PE | Pounds Equivalent                                     |
| PF | Pallet (Lift)   |
| PG | Pounds Gross  |
| PH | Pack (PAK)  |
| PI | Pitch   |
| PJ | Pounds, Decimal - Pounds per Square Foot - Pound Gage |
| PK | Package   |
| PL | Pallet/Unit Load                                      |
| PM | Pounds-Percentage                                     |
| PN | Pounds Net  |
| PO | Pounds per Inch of Length                             |
| PP | Plate   |
| PQ | Pages per Inch  |
| PR | Pair  |
| PS | Pounds per Sq. Inch                                   |
| PT | Pint  |
| PU | Mass Pounds   |
| PV | Half Pint   |
| PW | Pounds per Inch of Width                              |
| PX | Pint, Imperial  |
| PY | Peck, Dry U.S.  |
| PZ | Peck, Dry Imperial                                    |
| P0 | Pages - Electronic                                    |
| P1 | Percent   |
| P2 | Pounds per Foot                                       |
| P3 | Three pack  |
| P4 | Four-pack   |
| P5 | Five-pack   |
| P6 | Six pack  |
| P7 | Seven pack  |
| P8 | Eight-pack  |
| P9 | Nine pack   |
| QA | Pages - Facsimile                                     |
| QB | Pages - Hardcopy                                      |
| QC | Channel   |
| QD | Quarter Dozen   |
| QE | Photographs   |
| QH | Quarter Hours   |
| QK | Quarter Kilogram                                      |
| QR | Quire   |
| QS | Quart, Dry U.S.                                       |
| QT | Quart   |
| QU | Quart, Imperial                                       |
| Q1 | Quarter (Time)  |
| Q2 | Pint U.S. Dry   |
| Q3 | Meal  |

|    |                                  |
|----|----------------------------------|
| Q4 | Fifty                            |
| Q5 | Twenty-Five                      |
| Q6 | Thirty-Six                       |
| Q7 | Twenty-Four                      |
| RA | Rack                             |
| RB | Radian                           |
| RC | Rod (area) - 16.25 Square Yards  |
| RD | Rod (length) - 5.5 Yards         |
| RE | Reel                             |
| RG | Ring                             |
| RH | Running or Operating Hours       |
| RK | Roll-Metric Measure              |
| RL | Roll                             |
| RM | Ream                             |
| RN | Ream-Metric Measure              |
| RO | Round                            |
| RP | Pounds per Ream                  |
| RS | Resets                           |
| RT | Revenue Ton Miles                |
| RU | Run                              |
| R1 | Pica                             |
| R2 | Becquerel                        |
| R3 | Revolutions Per Minute           |
| R4 | Calorie                          |
| R5 | Thousands of Dollars             |
| R6 | Millions of Dollars              |
| R7 | Billions of Dollars              |
| R8 | Roentgen Equivalent in Man (REM) |
| R9 | Thousand Cubic Meters            |
| SA | Sandwich                         |
| SB | Square Mile                      |
| SC | Square Centimeter                |
| SD | Solid Pounds                     |
| SE | Section                          |
| SF | Square Foot                      |
| SG | Segment                          |
| SH | Sheet                            |
| SI | Square Inch                      |
| SJ | Sack                             |
| SK | Split Tanktruck                  |
| SL | Sleeve                           |
| SM | Square Meter                     |
| SN | Square Rod                       |
| SO | Spool                            |
| SP | Shelf Package                    |
| SQ | Square                           |
| SR | Strip                            |
| SS | Sheet-Metric Measure             |
| ST | Set                              |
| SV | Skid                             |
| SW | Skein                            |
| SX | Shipment                         |
| SY | Square Yard                      |
| SZ | Syringe                          |
| S1 | Semester                         |

|    |   |
|----|---|
| S2 | Trimester                                     |
| S3 | Square Feet per Second                        |
| S4 | Square Meters per Second                      |
| S5 | Sixty-fourths of an Inch                      |
| S6 | Sessions                                      |
| S7 | Storage Units                                 |
| S8 | Standard Advertising Units (SAUs)             |
| S9 | Slip Sheet                                    |
| TA | Tenth Cubic Foot                              |
| TB | Tube  |
| TC | Truckload                                     |
| TD | Therms  |
| TE | Tote  |
| TF | Ten Square Yards                              |
| TG | Gross Ton                                     |
| TH | Thousand                                      |
| TI | Thousand Square Inches                        |
| TJ | Thousand Sq. Centimeters                      |
| TK | Tank  |
| TL | Thousand Feet (Linear)                        |
| TM | Thousand Feet (Board)                         |
| TN | Net Ton (2,000 LB).                           |
| TO | Troy Ounce                                    |
| TP | Ten-pack                                      |
| TQ | Thousand Feet                                 |
| TR | Ten Square Feet                               |
| TS | Thousand Square Feet                          |
| TT | Thousand Linear Meters                        |
| TU | Thousand Linear Yards                         |
| TV | Thousand Kilograms                            |
| TW | Thousand Sheets                               |
| TX | Troy Pound                                    |
| TY | Tray  |
| TZ | Thousand Cubic Feet                           |
| T0 | Telecommunications Lines in Service           |
| T1 | Thousand pounds gross                         |
| T2 | Thousandths of an Inch                        |
| T3 | Thousand Pieces                               |
| T4 | Thousand Bags                                 |
| T5 | Thousand Casings                              |
| T6 | Thousand Gallons                              |
| T7 | Thousand Impressions                          |
| T8 | Thousand Linear Inches                        |
| T9 | Thousand Kilowatt Hours                       |
| UA | Torr  |
| UB | Telecommunications Lines in Service - Average |
| UC | Telecommunications Ports                      |
| UD | Tenth Minutes                                 |
| UE | Tenth Hours                                   |
| UF | Usage per Telecommunications Line - Average   |
| UH | Ten Thousand Yards                            |
| UL | Unitless                                      |
| UM | Million Units                                 |
| UN | Unit  |
| UP | Troche  |

|    |                          |
|----|--------------------------|
| UQ | Wafer                    |
| UR | Application              |
| US | Dosage Form              |
| UT | Inhalation               |
| UU | Lozenge                  |
| UV | Percent Topical Only     |
| UW | Milliequivalent          |
| UX | Dram (Minim)             |
| UY | Fifty Square Feet        |
| UZ | Fifty Count              |
| U1 | Treatments               |
| U2 | Tablet                   |
| U3 | Ten                      |
| U5 | Two Hundred Fifty        |
| VA | Volt-ampere per Kilogram |
| VC | Five Hundred             |
| VI | Vial                     |
| VP | Percent Volume           |
| VR | Volt-ampere-reactive     |
| VS | Visit                    |
| V1 | Flat                     |
| V2 | Pouch                    |
| WA | Watts per Kilogram       |
| WB | Wet Pound                |
| WD | Work Days                |
| WE | Wet Ton                  |
| WG | Wine Gallon              |
| WH | Wheel                    |
| WI | Weight per Square Inch   |
| WK | Week                     |
| WM | Working Months           |
| WP | Pennyweight              |
| WR | Wrap                     |
| WW | Milliliters of Water     |
| W2 | Wet Kilo                 |
| XP | Base Box per Pound       |
| X1 | Chains (Land Survey)     |
| X2 | Bunch                    |
| X3 | Clove                    |
| X4 | Drop                     |
| X5 | Head                     |
| X6 | Heart                    |
| X7 | Leaf                     |
| X8 | Loaf                     |
| X9 | Portion                  |
| YD | Yard                     |
| YL | 100 Lineal Yards         |
| YR | Years                    |
| YT | Ten Yards                |
| Y1 | Slice                    |
| Y2 | Tablespoon               |
| Y3 | Teaspoon                 |
| Y4 | Tub                      |
| ZA | Bimonthly                |
| ZB | Biweekly                 |

|    |                                       |
|----|---------------------------------------|
| ZC | Semiannual                            |
| ZP | Page                                  |
| ZZ | Mutually Defined                      |
| Z1 | Lift Van                              |
| Z2 | Chest                                 |
| Z3 | Cask                                  |
| Z4 | Hogshead                              |
| Z5 | Lug                                   |
| Z6 | Conference Points                     |
| Z8 | Newspaper Agate Line                  |
| 01 | Actual Pounds                         |
| 02 | Statute Mile                          |
| 03 | Seconds                               |
| 04 | Small Spray                           |
| 05 | Lifts                                 |
| 06 | Digits                                |
| 07 | Strand                                |
| 08 | Heat Lots                             |
| 09 | Tire                                  |
| 1A | Car Mile                              |
| 1B | Car Count                             |
| 1C | Locomotive Count                      |
| 1D | Caboose Count                         |
| 1E | Empty Car                             |
| 1F | Train Mile                            |
| 1G | Fuel Usage (Gallons)                  |
| 1H | Caboose Mile                          |
| 1I | Fixed Rate                            |
| 1J | Ton Miles                             |
| 1K | Locomotive Mile                       |
| 1L | Total Car Count                       |
| 1M | Total Car Mile                        |
| 1N | Count                                 |
| 1O | Season                                |
| 1P | Tank Car                              |
| 1Q | Frames                                |
| 1R | Transactions                          |
| 1X | Quarter Mile                          |
| 10 | Group                                 |
| 11 | Outfit                                |
| 12 | Packet                                |
| 13 | Ration                                |
| 14 | Shot                                  |
| 15 | Stick                                 |
| 16 | 115 Kilogram Drum                     |
| 17 | 100 Pound Drum                        |
| 18 | 55 Gallon Drum                        |
| 19 | Tank Truck                            |
| 2A | Radians Per Second                    |
| 2B | Radians Per Second Squared            |
| 2C | Roentgen                              |
| 2F | Volts Per Meter                       |
| 2G | Volts (Alternating Current)           |
| 2H | Volts (Direct Current)                |
| 2I | British Thermal Units (BTUs) Per Hour |

|    |  |
|----|--|
| 2J | Cubic Centimeters Per Second             |
| 2K | Cubic Feet Per Hour                      |
| 2L | Cubic Feet Per Minute                    |
| 2M | Centimeters Per Second                   |
| 2N | Decibels                                 |
| 2P | Kilobyte                                 |
| 2Q | Kilobecquerel                            |
| 2R | Kilocurie                                |
| 2U | Megagram                                 |
| 2V | Megagrams Per Hour                       |
| 2W | Bin                                      |
| 2X | Meters Per Minute                        |
| 2Y | Milliroentgen                            |
| 2Z | Millivolts                               |
| 20 | 20 Foot Container                        |
| 21 | 40 Foot Container                        |
| 22 | Deciliter per Gram                       |
| 23 | Grams per Cubic Centimeter               |
| 24 | Theoretical Pounds                       |
| 25 | Grams per Square Centimeter              |
| 26 | Actual Tons                              |
| 27 | Theoretical Tons                         |
| 28 | Kilograms per Square Meter               |
| 29 | Pounds per 1000 Square Feet              |
| 3B | Megajoule                                |
| 3C | Manmonth                                 |
| 3E | Pounds Per Pound of Product              |
| 3F | Kilograms Per Liter of Product           |
| 3G | Pounds Per Piece of Product              |
| 3H | Kilograms Per Kilogram of Product        |
| 3I | Kilograms Per Piece of Product           |
| 30 | Horsepower Days per Air Dry Metric Tons  |
| 31 | Catchweight                              |
| 32 | Kilograms per Air Dry Metric Tons        |
| 33 | Kilopascal Square Meters per Gram        |
| 34 | Kilopascals per Millimeter               |
| 35 | Milliliters per Square Centimeter Second |
| 36 | Cubic Feet per Minute per Square Foot    |
| 37 | Ounces per Square Foot                   |
| 38 | Ounces per Square Foot per 0.01 Inch     |
| 39 | Basis Points                             |
| 4A | Bobbin                                   |
| 4B | Cap                                      |
| 4C | Centistokes                              |
| 4D | Curie                                    |
| 4E | 20-Pack                                  |
| 4F | 100-Pack                                 |
| 4G | Microliter                               |
| 4H | Micrometer                               |
| 4I | Meters Per Second                        |
| 4J | Meters Per Second Per Second             |
| 4K | Milliamperes                             |
| 4L | Megabyte                                 |
| 4M | Milligrams Per Hour                      |
| 4N | Megabecquerel                            |



|    |                              |
|----|------------------------------|
| 4O | Microfarad                   |
| 4P | Newtons Per Meter            |
| 4Q | Ounce Inch                   |
| 4R | Ounce Foot                   |
| 4S | Pascal                       |
| 4T | Picofarad                    |
| 4U | Pounds Per Hour              |
| 4V | Cubic Meter Per Hour         |
| 4W | Ton Per Hour                 |
| 4X | Kiloliter Per Hour           |
| 40 | Milliliter per Second        |
| 41 | Milliliter per Minute        |
| 43 | Super Bulk Bag               |
| 44 | 500 Kilogram Bulk Bag        |
| 45 | 300 Kilogram Bulk Bag        |
| 46 | 25 Kilogram Bulk Bag         |
| 47 | 50 Pound Bag                 |
| 48 | Bulk Car Load                |
| 5A | Barrels per Minute           |
| 5B | Batch                        |
| 5C | Gallons per Thousand         |
| 5E | MMSCF/Day                    |
| 5F | Pounds per Thousand          |
| 5G | Pump                         |
| 5H | Stage                        |
| 5I | Standard Cubic Foot          |
| 5J | Hydraulic Horse Power        |
| 5K | Count per Minute             |
| 5P | Seismic Level                |
| 5Q | Seismic Line                 |
| 50 | Actual Kilograms             |
| 51 | Actual Tonnes                |
| 52 | Credits                      |
| 53 | Theoretical Kilograms        |
| 54 | Theoretical Tonnes           |
| 56 | Sitas                        |
| 57 | Mesh                         |
| 58 | Net Kilograms                |
| 59 | Parts Per Million            |
| 60 | Percent Weight               |
| 61 | Parts Per Billion            |
| 62 | Percent Per 1000 Hours       |
| 63 | Failure Rate In Time         |
| 64 | Pounds Per Square Inch Gauge |
| 65 | Coulomb                      |
| 66 | Oersteds                     |
| 67 | Siemens                      |
| 68 | Ampere                       |
| 69 | Test Specific Scale          |
| 70 | Volt                         |
| 71 | Volt-Ampere Per Pound        |
| 72 | Watts Per Pound              |
| 73 | Ampere Turn Per Centimeter   |
| 74 | Milli Pascals                |
| 76 | Gauss                        |

|    |                                   |
|----|-----------------------------------|
| 77 | Mil                               |
| 78 | Kilogauss                         |
| 79 | Electron Volt                     |
| 8C | Cord                              |
| 8D | Duty                              |
| 8P | Project                           |
| 8R | Program                           |
| 8S | Session                           |
| 8U | Square Kilometer                  |
| 80 | Pounds Per Square Inch Absolute   |
| 81 | Henry                             |
| 82 | Ohm                               |
| 83 | Farad                             |
| 84 | Kilo Pounds Per Square Inch (KSI) |
| 85 | Foot Pounds                       |
| 86 | Joules                            |
| 87 | Pounds per Cubic Foot             |
| 89 | Poise                             |
| 90 | Saybold Universal Second          |
| 91 | Stokes                            |
| 92 | Calories per Cubic Centimeter     |
| 93 | Calories per Gram                 |
| 94 | Curl Units                        |
| 95 | 20,000 Gallon Tankcar             |
| 96 | 10,000 Gallon Tankcar             |
| 97 | 10 Kilogram Drum                  |
| 98 | 15 Kilogram Drum                  |
| 99 | Watt                              |



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| <b>BID NUMBER</b><br><b>08ITZ0096</b>  |
| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
| <b>E-mail Address:</b><br><a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a> |
|  |

SP-16 Rev. 01/08  
 (Page 1 of 7)

## BID SCHEDULE

|   |                              |                                     |                                       |
|---|------------------------------|-------------------------------------|---------------------------------------|
| BID OPENING DATE<br><b>Thursday,<br/>January 29, 2009</b>   | DELIVERY TIME<br>_____ A.R.O | PAYMENT TERMS<br><b>Net 45 Days</b> | CASH DISCOUNT<br>_____ % / _____ Days |
| Page <b>1</b> OF <b>7</b>   | BIDDER NAME                  |                                     | SSN or FEIN#                          |
| <i>Payment terms are net 45 days. Pricing includes all transportation charges FOB state agency.</i> |                              |                                     |                                       |

**Department of Information Technology is soliciting bids for  
 Computer Peripherals  
 On behalf of  
 the Department of Information Technology and All Using State Agencies,  
 Municipalities, Political Subdivisions, Non-Profits and Education**  
 Price to include equipment, delivery, and warranty.

NOTE: It is the intention of the State of Connecticut to award a portion of this contract to Connecticut Small and or Minority Business Enterprises that are currently certified through the Department of Administrative Services Supplier Diversity Program. For more information on this program, go to:

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/busopp\\_template.asp?F\\_ID=25](http://www.das.state.ct.us/Purchase/New_PurchHome/busopp_template.asp?F_ID=25)

Link to electronic Bid Schedule at <http://www.ct.gov/doit/cwp/view.asp?a=1306&O=254998&doitNav=|>

### Current Published Price List(s) must be included with Bid Response

|    | Description of Commodity and/or Services                   | Percent Discount Off Current Published List Price Mfr 1 (Specify Name) | Percent Discount Off Current Published List Price Mfr 2 (Specify Name) | Percent Discount Off Current Published List Price Mfr 3 (Specify Name) |
|----|--|--|--|--|
| 1  | <b>FIXED DRIVES</b>  |  |  |  |
|    | <b>Fixed:</b>  |  |  |  |
|    | SAS Hard Drives  |  |  |  |
|    | Hard Drive Serial ATA                                      |  |  |  |
|    | Hard Drive IDE/ATA/UDMA                                    |  |  |  |
|    | Hard Drive SCSI  |  |  |  |
|    | Notebook Hard Drive  |  |  |  |
|    | <b>Related Peripheral Fixed Drives not specified above</b> |  |  |  |
| 2. | <b>REMOVABLE DRIVES</b>                                    |  |  |  |
|    | Tape   |  |  |  |
|    | Portable   |  |  |  |
|    | CD-ROM   |  |  |  |



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|-----|---|--|--|--|
|     | CD-RW/DVD Combo   |  |  |  |
|     | USB/FireWire/eSATA  |  |  |  |
|     | Notebook Int DVD Drive  |  |  |  |
|     | Floppy Disk Drives  |  |  |  |
|     | DVD +/-RW Drive   |  |  |  |
|     | <b>Related Peripheral Removable Drives not specified above</b>        |  |  |  |
| 3.. | <b>NETWORK STORAGE</b>  |  |  |  |
|     | Tape Drives   |  |  |  |
|     | Network Addressable Storage (NAS) Portable                            |  |  |  |
|     | <b>Related Peripheral Network Storage Devices not specified above</b> |  |  |  |
| 4   | <b>HARDWARE – INPUT DEVICES</b>                                       |  |  |  |
|     | Keyboards   |  |  |  |
|     | Mice (ball/optical)   |  |  |  |
|     | Keyboard/Mice Cables/Emulators  |  |  |  |
|     | Wireless/Trackballs   |  |  |  |
|     | Keyboard and Mouse Bundle   |  |  |  |
|     | Wireless Keyboard   |  |  |  |
|     | Wireless Mice   |  |  |  |
|     | KVM Switches  |  |  |  |
|     | Web Camera  |  |  |  |
|     | Remote (Presenter) Mouse  |  |  |  |
|     | <b>Related Peripheral Input Devices not specified above</b>           |  |  |  |
| 5.  | <b>HARDWARE – PC OUTPUT DEVICES</b>                                   |  |  |  |
|     | Headphones  |  |  |  |
|     | Microphones/Headsets  |  |  |  |
|     | Speakers  |  |  |  |
|     | <b>Related Peripheral Output Devices not specified above</b>          |  |  |  |
| 6.  | <b>HARDWARE – SYSTEM UPGRADES</b>                                     |  |  |  |
|     | Sound Cards   |  |  |  |
|     | Desktop Video Cards   |  |  |  |
|     | Multi-Display Video Cards   |  |  |  |
|     | PCI Video Cards   |  |  |  |



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|----|--|--|--|--|
|    | Single Drive Enclosures  |  |  |  |
|    | Internal Storage Mounting Hardware   |  |  |  |
|    | Single Phase UPS up to 1500VA  |  |  |  |
|    | Single Phase 1501AV to 3000VA  |  |  |  |
|    | Multiplexing Equipment   |  |  |  |
|    | 1-2 Port Serial Boards   |  |  |  |
|    | 3+ Port Serial Boards  |  |  |  |
|    | Device Server  |  |  |  |
|    | Flash Accessories  |  |  |  |
|    | Rack Accessories   |  |  |  |
|    | HBA – Host Bus Adapters  |  |  |  |
|    | Digitizer Tablets/Stylus   |  |  |  |
|    | MultiMedia Cards   |  |  |  |
|    | Port Replicator  |  |  |  |
|    | Docking Station  |  |  |  |
|    | Notebook Locks/Keys  |  |  |  |
|    | <b>Related Peripheral Hardware System Upgrades/Accessories not specified above</b> |  |  |  |
| 7. | <b>MEMORY</b>  |  |  |  |
|    | PC Card Memory   |  |  |  |
|    | Compact Flash Memory   |  |  |  |
|    | Memory Sticks  |  |  |  |
|    | Desktop Memory   |  |  |  |
|    | Notebook/Laptop Memory   |  |  |  |
|    | Server Memory  |  |  |  |
|    | Standard (Generic) Memory  |  |  |  |
|    | VRAM Memory  |  |  |  |
|    | Miscellaneous  |  |  |  |
|    | <b>Related Peripheral Memory not specified above</b>                               |  |  |  |
| 8. | <b>NETWORKING</b>  |  |  |  |
|    | IDE/ATA Adapters/Controller  |  |  |  |
|    | RAID Controllers   |  |  |  |
|    | USB Interface Controllers  |  |  |  |
|    | Ethernet Transceiver   |  |  |  |
|    | 10/100/1000 Fast Ethernet Adapters   |  |  |  |
|    | 10/100/1000 Ethernet PC Card Mobile  |  |  |  |



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|-----|--|--|--|--|
|     | 1Gbps Gigabit Ethernet Adapter   |  |  |  |
|     | Gigabit Ethernet Switch  |  |  |  |
|     | Network Patch Panels and Jacks   |  |  |  |
|     | PC Card Adapters   |  |  |  |
|     | PC/Ethernet Cards  |  |  |  |
|     | <b>Related Peripheral Networking Products not specified above</b>        |  |  |  |
| 9.  | <b>MOBILE NETWORKING</b>   |  |  |  |
|     | LAN & Modem PC Cards 10Base – T  |  |  |  |
|     | Wireless LAN Adapter   |  |  |  |
|     | Wireless LAN Adapter (802.11 b/g/n)                                      |  |  |  |
|     | Wireless LAN Adapter (MIMO)  |  |  |  |
|     | LAN only PC Cards 10Base – T   |  |  |  |
|     | LAN only PC Cards Fast Ethernet (10/100)                                 |  |  |  |
|     | LAN only PC Cards Ethernet (10/100/1000)                                 |  |  |  |
|     | Wireless Switch w/4 Wired Ports  |  |  |  |
|     | Wireless Switch No Wired Ports   |  |  |  |
|     | <b>Related Peripheral Mobile Networking Products not specified above</b> |  |  |  |
| 10. | <b>MODEMS</b>  |  |  |  |
|     | 56K Modems   |  |  |  |
|     | 56K PCI data fax   |  |  |  |
|     | ISDN Modems  |  |  |  |
|     | <b>Related Peripheral Modems not specified above</b>                     |  |  |  |
| 11. | <b>POWER/UPS/SURGE</b>   |  |  |  |
|     | Power Inverter   |  |  |  |
|     | AC/DC External Power Adapters  |  |  |  |
|     | Notebook Charger/AC Adapters   |  |  |  |
|     | Notebook Batteries   |  |  |  |
|     | Auto/Air Adapters  |  |  |  |
|     | PC Internal Power Supplies   |  |  |  |
|     | Lithium Ion Batteries not included elsewhere                             |  |  |  |
|     | Line Conditioners  |  |  |  |
|     | Data Cable Surge Suppressors   |  |  |  |
|     | Rack Mount Surge/PDU   |  |  |  |
|     | Power Strips/Surge Suppressors   |  |  |  |



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[www.ct.gov/doit](http://www.ct.gov/doit)

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|--|
| <b>BID NUMBER</b><br><b>08ITZ0096</b>  |
| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
| <b>E-mail Address:</b><br><a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a> |
|  |

|     | Description of Commodity and/or Services                            | Percent Discount Off Current Published List Price Mfr 1 (Specify Name) | Percent Discount Off Current Published List Price Mfr 2 (Specify Name) | Percent Discount Off Current Published List Price Mfr 3 (Specify Name) |
|-----|---|--|--|--|
|     | UPS   |  |  |  |
|     | UPS Backup Accessories  |  |  |  |
|     | Replacement UPS Batteries   |  |  |  |
|     | Desktop UPS   |  |  |  |
|     | Miscellaneous   |  |  |  |
|     | <b>Related Peripheral Power Source Products not specified above</b> |  |  |  |
| 12. | <b>TOOLKITS/WIRING</b>  |  |  |  |
|     | Toolkits  |  |  |  |
|     | Test Sets   |  |  |  |
|     | <b>Related Peripheral Toolkit/Wiring not specified above</b>        |  |  |  |
| 13. | <b>CABLING PRODUCTS</b>   |  |  |  |
|     | Floppy Drive Cables   |  |  |  |
|     | Fiber Optic Cables  |  |  |  |
|     | Token Ring Cables   |  |  |  |
|     | Misc. Network Cables  |  |  |  |
|     | Serial Cables   |  |  |  |
|     | USB Cables  |  |  |  |
|     | IDE Drive Cables  |  |  |  |
|     | SCSI Drive Cables   |  |  |  |
|     | Networking Cables   |  |  |  |
|     | Bulk Cables   |  |  |  |
|     | Power and Y Splitter Cables   |  |  |  |
|     | Monitor Cables  |  |  |  |
|     | Category 5 TP Cables  |  |  |  |
|     | Category 6 TP Cables  |  |  |  |
|     | Connectors  |  |  |  |
|     | Cable Connectors/Terminators  |  |  |  |
|     | KVM Switch Modules  |  |  |  |
|     | KVM Cable Kits  |  |  |  |
|     | KVM Switches  |  |  |  |
|     | USB Connectivity  |  |  |  |
|     | USB Converters  |  |  |  |
|     | USB Hubs  |  |  |  |
|     | 220V Power Cable, PSU Style C13 to C14                              |  |  |  |



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|-----|--|--|--|--|
|     | <b>Related Peripheral Cable Products not specified above</b>                             |  |  |  |
| 14. | <b>MONITORS</b>  |  |  |  |
|     | Monitor Arms/Stands  |  |  |  |
|     | 17"-19" Widescreen LCD   |  |  |  |
|     | 20"-29" Widescreen LCD   |  |  |  |
|     | 15" LCD Display  |  |  |  |
|     | 17" LCD Display  |  |  |  |
|     | 19" LCD Display  |  |  |  |
|     | 20"-29" LCD Display  |  |  |  |
|     | All Monitors must be min. 72 Hz analog/digital; energy star compliant; MPR-11; VESA DPMS |  |  |  |
|     | <b>Related Peripheral Monitors/Accessories not specified above</b>                       |  |  |  |
| 15. | <b>CLEARANCE ITEMS</b>   |  |  |  |
|     | Clearance Items – from the 10 categories listed above                                    |  |  |  |





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List any deviations from specifications here:

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**Bidder Contact:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Representative that will **service Peripherals**:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Notes:**

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, and Agency Specifications.
2. Any corrections must be initialed.
3. Send an **original, one (1) copy** and **one (1) electronic copy** (CD) of your bid per instructions on SP-11 ITB. **We do not accept e-mailed or faxed bids. Bids must be SEALED and delivered by Thursday, January 29, 2009 @ 2:00 p.m. (ET).**
4. Prices include equipment, delivery, and warranty.

---

**All correspondence regarding this Invitation to Bid must be in *writing* and submitted to:**  
[elizabeth.basso@ct.gov](mailto:elizabeth.basso@ct.gov)

-or-

Attn.: Elizabeth Basso, Bid # **08ITZ0096**  
DOIT - Contract & Purchasing Division  
101 East River Drive  
East Hartford, CT 06108



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**BIDDER'S STATEMENT OF QUALIFICATIONS**

This form will be used in assessing a Bidder's qualifications and to determine if the bid submitted is from a responsible, qualified bidder. State law mandates that contracts be awarded to the lowest responsible, qualified bidder. Factors such as past performance, financial stability, integrity of the bidder, conformity to the specifications, etc. will be used in evaluating bids. Attach additional sheets, if necessary.

BIDDER NAME: \_\_\_\_\_  
(Trade Name, Doing Business As)

Number of years doing business under this name: \_\_\_\_\_ YEARS

Other/Previous business name(s): \_\_\_\_\_

Company Value: Equipment Assets \_\_\_\_\_ Total Assets \_\_\_\_\_

Is your company registered with the Office of the Connecticut Secretary of State?  YES  NO

Registration Date: \_\_\_\_\_

If no, upon request, your company must provide a "Certificate of Legal Existence" issued by the Connecticut Secretary of State's Office. Website: [www.sots.state.ct.us](http://www.sots.state.ct.us)

List up to three (3) any contract awards of **similar size and scope** to **your** company by the State of Connecticut within the last three (3) years. **Do not list subcontractor awards.** Indicate the contract number, commodity, the State Agency, and provide the name & telephone number of the purchasing agent responsible for the contract.

| <u>AWARD #</u> | <u>COMMODITY</u> | <u>STATE AGENCY</u> | <u>PURCHASING CONTACT</u> | <u>TELEPHONE #</u> |
|----------------|------------------|---------------------|---------------------------|--------------------|
| _____          | _____            | _____               | _____                     | _____              |
| _____          | _____            | _____               | _____                     | _____              |
| _____          | _____            | _____               | _____                     | _____              |

**References:**

List at least **three completed projects similar** in nature to this Invitation to Bid that demonstrates **your** business's ability to perform the requirements of this bid. **Do not list subcontractor projects**

|    | Contact Name, Company, and Address | Telephone # | Dollar Value |
|----|------------------------------------|-------------|--------------|
| 1. | _____                              | _____       | _____        |
| 2. | _____                              | _____       | _____        |
| 3. | _____                              | _____       | _____        |

List any relevant certifications, licenses, registration, etc. that qualify your business to meet the requirements of this bid. \_\_\_\_\_

*(Attach additional sheets if necessary)*



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List of equipment to be used for this service, ***if applicable:***

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

*(Attach additional sheets if necessary)*

**Political Sub-Divisions Section**

Bidder will indicate below whether he will agree to furnish the awarded items at contract prices to Connecticut Political Sub-Divisions, as defined in the Connecticut General Statutes, that are interested in using the State's contract if the bidder is the awarded contractor for this bid invitation. If the bidder is agreeable, but wants to subject purchases from Political Sub-Divisions to certain requirements or conditions, the bidder may stipulate such requirements or conditions in the bid.

- YES                       No  
 YES – subject to requirements listed below

REQUIREMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**OSHA COMPLIANCE SECTION**  
 (Connecticut General Statute Section 31 - 57b)

The \_\_\_\_\_  HAS  HAS NOT  
*Name of Bidder's Business, Firm, Organization or Corporation*

**BEEN CITED FOR THREE (3) OR MORE WILLFUL OR SERIOUS VIOLATIONS OF ANY OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) OR OF ANY STANDARD, ORDER OR REGULATION PROMULGATED PURSUANT TO SUCH ACT, DURING THE THREE YEAR PERIOD PRECEDING THE BID, PROVIDED SUCH VIOLATIONS WERE CITED IN ACCORDANCE WITH THE PROVISIONS OF ANY STATE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND NOT ABATED WITHIN THE TIME FIXED BY THE CITATION AND SUCH CITATION HAS NOT BEEN SET ASIDE FOLLOWING APPEAL TO THE APPROPRIATE AGENCY OF COURT HAVING JURISDICTION OR RECEIVED ONE OR MORE CRIMINAL CONVICTIONS RELATED TO THE INJURY OR DEATH OF ANY EMPLOYEE IN THE 3-YEAR PERIOD PRECEDING THE BID.**

- Copies of violations are attached                       None Received

**ANY PERSON WHO KNOWINGLY PROVIDES FALSE INFORMATION CONCERNING THE INFORMATION REQUIRED PURSUANT TO THIS SECTION SHALL BE ASSESSED A CIVIL PENALTY AND SHALL BE DISQUALIFIED FROM BIDDING ON OR PARTICIPATING IN A CONTRACT WITH THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS FOR FIVE YEARS FROM THE DATE OF THE FINAL DETERMINATION THAT THE INFORMATION PROVIDED ABOVE IS FALSE.**



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**Bidder Debarment and/or Suspension Section**

The undersigned bidder affirms and declares that a copy of any and all notices of debarment and/or suspension from contracting with *the State of Connecticut or the Federal Government* that have been received by the bidder, company official, and/or any subcontractor has been submitted with this bid:

YES – number of notices attached \_\_\_\_\_  NONE RECEIVED

The undersigned bidder affirms and declares that a copy of any and all notices of debarment and/or suspension from contracting with *other states within the United States* that have been received by the bidder, company official, and/or any subcontractor has been submitted with this bid:

YES – number of notices attached \_\_\_\_\_  NONE RECEIVED

The undersigned bidder affirms and declares that a copy of any and all administrative actions either pending review by the State or determinations that the State has made regarding your business for the last three (3) years. This would include court judgments and suits pending by a State or Federal Court. Also, include copies of any actions or orders pending or resolved with any State Agency (i.e. Consumer Protection, Environmental Protection).

YES – number of notices attached \_\_\_\_\_  NONE RECEIVED

=====

I hereby certify that all the information supplied herein (on pages 1-3) have been examined by me and is complete, true, and correct:

**Bidder:** \_\_\_\_\_  
*Name (typed or printed)*

**Title:** \_\_\_\_\_  
*Title of above Bidder*

**Signature:** \_\_\_\_\_  
*Hand Written Signature*

**Dated:** \_\_\_\_\_ *(Corporation Seal)*  
*Date Signed* *optional*

**Note:** If it is determined by the contracting authority of the State of Connecticut that *any information requested was not referenced and submitted* with this bid, then such determination will be *just cause for disqualification* of the bid. A duly authorized representative of the company must sign this form.



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**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**

**NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

---

**INSTRUCTIONS AND OTHER INFORMATION**

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders A good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.



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**2) Description of Job Categories (as used in Part IV Bidder Employment Information)**

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.



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**3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)**

|   |   |
|---|---|
| <p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p> | <p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p> |
|---|---|

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - BIDDER INFORMATION**

|   |   |
|---|---|
| Company Name<br>Street Address<br>City & State<br>Chief Executive | Bidder Federal Employer<br>Identification Number _____<br>Or<br>Social Security Number _____  |
| Major Business Activity<br>(brief description)                    | Bidder Identification<br>(response optional/definitions on page 1)<br><br>-Bidder is a small contractor. Yes__ No__<br>-Bidder is a minority business enterprise Yes__ No__<br>(If yes, check ownership category)<br>Black__ Hispanic__ Asian American__<br>American Indian/Alaskan Native__ Iberian Peninsula__<br>Individual(s) with a Physical Disability__ Female__ |
| Bidder Parent Company<br>(If any)                                 | - Bidder is certified as above by State of CT Yes__ No__  |
| Other Locations in Ct.<br>(If any)                                | - DAS Certification Number _____  |

**PART II - BIDDER NONDISCRIMINATION POLICIES AND PROCEDURES**

|  |  |
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| 1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?<br>Yes__ No__         | 7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.?<br>Yes__ No__   |
| 2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?<br>Yes__ No__     | 8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?<br>Yes__ No__  |
| 3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?<br>Yes__ No__ | 9. Does your company have a mandatory retirement age for all employees?<br>Yes__ No__  |
| 4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__                | 10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors?<br>Yes__ No__ NA__  |
| 5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__   | 11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor?<br>Yes__ No__ NA__ |



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**EAST HARTFORD, CT 06108-3274**  
[www.ct.gov/doit](http://www.ct.gov/doit)

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| <b>BID NUMBER</b><br><b>08ITZ0096</b>  |
| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
| <b>E-mail Address:</b><br><a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a> |
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| <p>6. Does your company have a collective bargaining agreement with workers?<br/>Yes__ No__</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers?<br/>Yes__ No__</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?<br/>Yes__ No__</p> | <p>12. Does your company have a written affirmative action Plan? Yes__ No__<br/>If no, please explain.</p> <hr/> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__<br/>If yes, give name and phone number.</p> <p>_____</p> <p>_____</p> |
|--|---|

**PART III - BIDDER SUBCONTRACTING PRACTICES**

|  |          |
|--|----------|
| <p>1. Will the work of this contract include subcontractors or suppliers? Yes__ No__</p> <p>1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)</p><br><br><br><br><br><p>1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__</p> | <p> </p> |
|--|----------|

**PART IV - BIDDER EMPLOYMENT INFORMATION**

**DATE:** \_\_\_\_\_

| JOB CATEGORY   | OVERALL TOTALS | WHITE (not of Hispanic origin) |        | BLACK (not of Hispanic origin) |        | HISPANIC |        | ASIAN or PACIFIC ISLANDER |        | AMERICAN INDIAN or ALASKAN NATIVE |        |
|--|----------------|--------------------------------|--------|--------------------------------|--------|----------|--------|---------------------------|--------|-----------------------------------|--------|
|  |                | Male                           | Female | Male                           | Female | Male     | Female | Male                      | Female | Male                              | Female |
| Management   |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Business & Financial Ops   |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Computer Specialists   |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Architecture/Engineering   |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Office & Admin Support   |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Bldg/ Grounds Cleaning/Maintenance   |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Construction & Extraction  |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Installation, Maintenance & Repair   |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Material Moving Workers  |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| TOTALS ABOVE   |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Total One Year Ago   |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| <b>FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)</b> |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Apprentices  |                |                                |        |                                |        |          |        |                           |        |                                   |        |
| Trainees   |                |                                |        |                                |        |          |        |                           |        |                                   |        |





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**PART V - BIDDER HIRING AND RECRUITMENT PRACTICES**

| 1. Which of the following recruitment sources are used by you?<br>(Check yes or no, and report percent used) |     |    |                                    | 2. Check (X) any of the below listed requirements that you use as a hiring qualification<br><br>(X) |                                   | 3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination |
|--|-----|----|------------------------------------|---|-----------------------------------|--|
| SOURCE   | YES | NO | % of applicants provided by source |   |                                   |  |
| State Employment Service   |     |    |                                    |   | Work Experience                   |  |
| Private Employment Agencies  |     |    |                                    |   | Ability to Speak or Write English |  |
| Schools and Colleges   |     |    |                                    |   | Written Tests                     |  |
| Newspaper Advertisement  |     |    |                                    |   | High School Diploma               |  |
| Walk Ins   |     |    |                                    |   | College Degree                    |  |
| Present Employees  |     |    |                                    |   | Union Membership                  |  |
| Labor Organizations  |     |    |                                    |   | Personal Recommendation           |  |
| Minority/Community Organizations   |     |    |                                    |   | Height or Weight                  |  |
| Others (please identify)   |     |    |                                    |   | Car Ownership                     |  |
|  |     |    |                                    |   | Arrest Record                     |  |
|  |     |    |                                    |   | Wage Garnishments                 |  |

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

|             |         |               |             |
|-------------|---------|---------------|-------------|
| (Signature) | (Title) | (Date Signed) | (Telephone) |
|-------------|---------|---------------|-------------|



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**SPECIAL TERMS AND CONDITIONS**  
(Page 1 of 4)

**SPECIAL TERMS AND CONDITIONS**

1. SCOPE

The State is seeking contractors to provide computer peripherals for All Using State Agencies, Municipalities, Political Subdivisions and Non-Profit organizations throughout the State of Connecticut. This will be a three-year contract from the date of the award. Bidders must certify that their bid is good for a period of ninety days. For the purposes of this invitation to bid peripherals are defined as items that are peripheral to individual desktops, laptops or handhelds or to connect to a local-area, metro-area or wide-area network. LAN switches, hubs, complete PC desktops, desktop printers, network printers, software, audiovisual equipment and other items covered by existing State of Connecticut contract awards must not be purchased through the contract award resulting from this invitation to bid.

2. TECHNICAL SUPPORT

Bidders must provide with this bid a description of their current technical support services offered, and or help desk function to be provided both prior to and after orders are placed. This description must include instructions on the procedure for accessing these services.

3. ORDERING

The vendor must maintain a public site on which it regularly sells a range of computer related products including, at least, the categories of products offered to Connecticut agencies. In order to support State of Connecticut auditing activities, all orders must be accompanied by a detailed packing slip that will include, at a minimum: item description, item stock/SKU number, "ship to" information, quantity, unit price, discount, total price, purchase order number and order number. No substitutions of ordered goods will be permitted. In the event that an item is out of stock or no longer available, the original order is to be cancelled and a new order placed. This is necessary for auditing purposes.

4. PRICING (BID SCHEDULE)

Bidders must provide the offered discount for each item or class of items on the Bid Schedule. The discount provided must also be applicable to on sale/clearance items, which must be advertised on the contractors website. The percentage off list price for each item or class of items will constitute, in part, the basis for the Contract Award(s). It is anticipated that this Invitation to Bid will result in a multi-vendor award. The percentage discount must be maintained for the life of the contract. The State reserves the right to add or delete items or categories of items during the life of the contract. Price adjustments, upward or downward, will be based on the list prices shown on the awarded contractor's public web sites. The State of Connecticut reserves the right to remove individual products from the list of available products at any time for any reason.

5. ACCOUNTS (BILLING & PAYMENT)

Billing is in arrears and payment terms are Net 45 days. Invoices must reference the contract award number. In accordance with §4a-71 through 4a-74 Connecticut General Statutes, the State shall mail a payment check "...within forty-five days of receipt of a properly completed claim or receipt of goods and services, whichever is later". Contractors may offer discounts for early payments.

6. BASIS OF AWARD

The contract award resulting from this Invitation to Bid is anticipated to be a multi-vendor award. Awards will be issued to the lowest, responsible, qualified contractors, who are in compliance with the Bid/Contract Terms



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**SPECIAL TERMS AND CONDITIONS**  
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and Conditions. The State reserves the right to award by item, groups of items, all items, or by multiple award, to reject any or all bids wholly or in part, and to make awards in a manner deemed in the best interest of the State.

Contractors must provide a “State of Connecticut” website or dedicate a portion of the contractor’s existing website to the State of Connecticut. The available items must display both the “public price” of the item and the “government” price of the item to using agencies.

**7. PENALTIES**

The state reserves the right to assess penalties for any unauthorized advertisement on the part of the contractor concerning the contract award and their participation in such award.

**8. BIDDER/CONTRACTOR INFORMATION**

In the event that the bidder’s or awarded contractor’s information changes (i.e. name, address, telephone, contacts & representatives), it is the Bidders/Contractor’s responsibility to promptly notify the DOIT, *Contracts & Purchasing Division*, of such changes in writing at least one week in advance of the change. The State will not be held responsible for purchase orders or payments that are delayed due to additional routing caused by the lack of notification on the Bidders/Contractor’s part.

**9. PURCHASE ORDERS & INVOICES**

Awarded vendors(s) will forward all invoices for payment to the Business Office(s) of the purchasing agencies, as noted on purchase orders. The using State Agency will issue blanket purchase orders. Questions regarding purchase orders and invoicing should be directed in accordance with the instructions contained in the boilerplate of the purchase order. Payments may be delayed if the State invoice form is not properly completed in accordance with the instructions contained on the purchase order.

**10. DISCUSSIONS**

The State reserves the right to enter into future discussions with the contracted vendor(s) in the event that major system changes or conversions are required by The State.

11. Bidders must be the Manufacturer or Authorized Reseller. Rellers must submit proof of such at the request of the Department of Information Technology at the time of contract award.

12. Vendors(s) must not allow State agencies to purchase any other equipment but that listed in the resultant contract award. Failure to strictly adhere to this provision will result in the removal of the contracted vendor(s) from the award.

13. Warranty services provided as a result of this bid must be delivered at the site which is considered the final destination of the equipment, which may or may not be the initial delivery location.

14. Supplier Diversity Provision – Pursuant to Connecticut General Statute 4a-60g, State Agencies are required to set-aside at least twenty-five percent (25%) of all contracts available for the purchase of goods and services from certified small business. It is the intent of the State to identify Set Aside vendor(s) as part of this Invitation to Bid. Please note that certified businesses must provide with their response a copy of their current certificate from the Department of Administrative Services Supplier Diversity Program. Certified Connecticut Small Business enterprises are those businesses who hold current certificate from the State of Connecticut’s Dept. of Administrative Services Supplier Diversity Program. For more information on this program and if



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**SPECIAL TERMS AND CONDITIONS**  
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your company might qualify, go to

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/busopp\\_template.asp?F\\_ID=25](http://www.das.state.ct.us/Purchase/New_PurchHome/busopp_template.asp?F_ID=25).

15. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
16. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
17. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of 6 months after an award unless further extended by mutual consent or equipment is no longer available.
18. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
19. **TANGIBLE PERSONAL PROPERTY PROVISION**  
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:
  - (1) 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;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers 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;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) 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. 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



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**SPECIAL TERMS AND CONDITIONS**  
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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.

20. Bidders must bid on all new equipment only.

21. Bidders cannot substitute for a manufacturer's installed components.

22. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AN CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

**ENERGY STAR REQUIREMENTS**

23. All monitors provided under this contract are required to have achieved Silver registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT). EPEAT is a procurement tool designed to help large volume purchasers evaluate, compare, and select monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680). Additional consideration will be provided for products that have achieved EPEAT Gold registration. The registration criteria and a list of all registered equipment are provided at <http://www.epeat.net>.

24. Suppliers are required to provide quarterly reports quantifying the number of EPEAT registered products purchased under this contract. The information must be reported in a matrix providing the following data for the current quarter, the fiscal year, and the duration of the contract. The number of products and dollars spent must be reported for the following categories/columns: Unregistered, EPEAT Bronze, EPEAT Silver, EPEAT Gold, and Total.

25. All monitors must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency.

26. Monitor recovery times from low power state to full power shall take no more than five seconds.

27. Monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.

28. The Bidder must ship all monitors with the Energy Star low power feature activated or enabled.

29. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.



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**STANDARD BID/CONTRACT TERMS AND CONDITIONS**

In consideration of these presents, the Invitation to Bid and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to these Standard Bid and Contract Terms and Conditions (the "Terms and Conditions"), the terms of the Invitation to Bid and the Contract.

**ALL INVITATIONS TO BID ISSUED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY ("DOIT") WILL BIND BIDDERS TO THESE TERMS AND CONDITIONS, WHICH, UNLESS OTHERWISE SPECIFICALLY NOTED, MAY BE ABROGATED, MODIFIED OR SUPPLEMENTED IN WHOLE OR IN PART BY THE SPECIAL BID AND CONTRACT TERMS AND CONDITIONS (THE "SPECIFICATIONS") ISSUED IN CONNECTION WITH ANY INDIVIDUAL INVITATION TO BID. BY SUBMITTING A BID, THE BIDDER REPRESENTS AND WARRANTS THAT IT IS AGREEING TO ALL OF THE PROVISIONS IN THE INVITATION TO BID, INCLUDING THESE TERMS AND CONDITIONS.**

**1. Definitions.** Unless otherwise indicated, the following definitions shall apply to all Specifications, Invitations to Bid, awards, Contracts, etc., issued by DOIT:

- (a) Agency: Any office, department, board, council, commission, institution or other agency of the State.
- (b) Alternate Bids: Bids submitted in addition to the bidder's primary response to the invitation to bid. Such bids are intended to act as an alternative to the primary bid or be exchanged for, take the place of, replace or substitute for the primary bid should such primary bid be rejected.
- (c) Bid: An offer submitted in response to an Invitation to Bid.
- (d) Bidder: As defined in Section 4a-50, Chapter 58 of the Connecticut General Statutes, and as it may be modified, a person, firm or corporation submitting a competitive bid in response to a solicitation.
- (e) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to perform under the Contract in any capacity.
- (f) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
- (g) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (h) Conditional Bid: Bid that substantially limits or modifies any of the terms and conditions, specifications or requirements of the invitation to bid.
- (i) **Contract:** The agreement, as of its effective date, between the Bidder and DOIT for any, or all, Systems, Systems Properties or ALL IP Rights, and any associated services, at the Bid price. The Contract shall include the Invitation to Bid and the Bid.
- (j) **Contractor:** A Bidder who accepts or who is deemed to have accepted a Contract.
- (k) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the

Contractor intends for such other person or entity to perform under the Contract in any capacity.

- (l) **Business Day:** Unless otherwise specifically noted, all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays.
- (m) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
- (n) **Information Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the combination of data processing hardware and software in the collection, processing and distribution of data to and from interactive computer-based systems to meet informational needs.
- (o) **Invitation to Bid:** The document through which DOIT solicits sealed competitive Bids for any, or all, Systems and associated services through particular Specifications. The Invitation to Bid shall include these Terms and Conditions, the Specifications and all such other documents that DOIT deems it to be appropriate to include in the solicitation.
- (p) **Lowest Responsible Qualified Bidder:** As defined in Title 4a, Chapter 58 of the Connecticut General Statutes, and as it may be modified, the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria set forth in the Invitation to Bid and considering past performance and financial responsibility.
- (q) **Multiple Bids:** More than one Bid submitted in response to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form. Such bids are intended to be separate and distinct from each other and are meant to be evaluated as individual bids without reference to any other bid.
- (r) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (s) **State:** The State of Connecticut.
- (t) **Systems:** Information Systems and Telecommunication Systems, or separately as the context may require.
- (u) **Systems Properties:** Records, source and object programs, documentation, specifications, modifications, designs, models, intellectual property rights, all ideas, concepts, know-how, expressions, and methodologies developed or initially conceived jointly or individually by the parties and the right to obtain and hold patents, copyrights, registrations and other similar protections.
- (v) **Telecommunication Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the telephone equipment and transmission facilities, either alone or in combination with Information Systems, for the electronic distribution of all forms of information, including voice, data and images.
- (w) **Termination:** An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.

**2. Bid Submission Process.** Bidders must submit Bids on and in accordance with DOIT forms. DOIT will not accept Telephone or facsimile Bids under any circumstances. The Invitation to Bid sets forth the time and date that DOIT will open Bids. DOIT will not consider Bids arriving after the specified time and date. Bidders must submit Bids in a sealed package to DOIT at such address as the Invitation to Bid specifies. The outside of sealed Bid package must clearly indicate the Invitation to Bid number as well as the date and time of the opening of the Bids. The name and address of the Bidder should appear in the upper left-hand corner of the Bid



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| <b>BID NUMBER</b><br><b>08ITZ0096</b>  |
| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
| <b>E-mail Address:</b><br><a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a> |
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package. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the Invitation to Bid, unless otherwise specifically indicated.

**3. Bid Preparation, Content, Execution and Copies.** Bids must include all information required in the Invitation to Bid in order for the Bid to be accepted and not rejected. Failure to provide such information will result in the rejection of the Bid. Bidders must verify the contents of their Bids before submission, as DOIT will not consider amendments to any Bids after the time specified for the opening of Bids. Bidders must submit one original and one copy of the Bid to DOIT. Bids shall be handwritten in ink, typewritten, or computer prepared. DOIT will reject all Bids prepared in pencil. A person duly authorized to sign Bids on behalf of the Bidder shall sign all Bids. **DOIT shall reject all unsigned Bids. All signatures shall be original signatures**, unless there is specific authorization from DOIT for the use of non-manual forms of signature. The person signing the Bid or his authorized designee shall initial and date all erasures, alterations or corrections on both the original and copy of any documentation submitted to DOIT. Failure to do so may result in rejection of the Bid for those items erased, altered or corrected and not initialed

**4. Addenda to Invitation to Bid.** If DOIT issues any addendum to the Invitation to Bid, the Bidder should sign it and return it with the Bid or before the Bid opening. In the event that it is not, vendors will still be held to the obligation of whatever change/modification is set forth in the Addendum

**5. Conditional Bids.** Conditional Bids may be rejected in whole or in part.

**6. Alternate and Multiple Bids.** Alternate Bids or Multiple Bids may be rejected in whole or in part.

**7. No Substitute Specification.** Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing a System, does not restrict Bidders to that manufacturer or specific System or System Properties. Such use simply and only indicates the character or quality of the System in which the State is interested. The System offered must be of similar character and quality and include any applicable options, accessories, etc. and serve the purpose for which it is to be used equally as well as the one specified. By submitting the Bid, the Bidder so warrants the System. Bids on comparable Systems must clearly state the exact System offered including any and all applicable options, accessories, etc., and the Bidder shall furnish such other information concerning the System as will be helpful in evaluating its acceptability for the purposes intended. If the Bidder does not indicate that the System offered is other than as specified, it will be understood that the Bidder is offering the System exactly as specified.

**8. Pricing.** Prices must be in decimals, not fractions, net, and shall include transportation and delivery charges fully prepaid by the Contractor, FOB, to the destination specified in the Invitation to Bid. In the event of a discrepancy between the unit price and the extension price, the unit price shall govern. Any discrepancy between the original and the copy of the Bid may result in rejection of the Bids for the System items so affected, except in the event of Bids awarded on a total basis, in which case DOIT shall consider the lower total price in making the award.

**9. Tax Exemption.** In accordance with section 12-412 of the Connecticut General Statutes, the State 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 Bid prices.

**10. Bid Opening.** DOIT will open and read all Bids publicly, unless otherwise provided by law. Bidders may be present or be represented

at all openings. After DOIT makes the award, Bids are subject to public inspection by appointment during DOIT's normal business hours. DOIT will not prepare, discuss or communicate summaries of Bids in any way.

**11. Right to Cancel or Amend.** DOIT may amend an Invitation to Bid at any time prior to the date and time of Bid opening. DOIT may cancel an Invitation to Bid at any time prior to the date and time of Contract award. Such cancellation shall not be deemed to be a breach of contract by DOIT.

**12. Samples.** If the Invitation to Bid requires that Bidders submit samples of Systems, the samples must meet at a minimum all Specifications. Bidders must submit samples when required and strictly in accordance with instructions, or DOIT may reject the Bid. If DOIT accepts a sample that does not meet the Specifications, this does not indicate or mean that DOIT has lowered or modified the Specifications. However, if any Bid sample is superior in quality to the Specifications, all deliveries shall have the same identity and quality as the Bid sample. If DOIT requests samples subsequent to the opening of Bids, the Bidder shall deliver them as specified in the Bid, free of any charges or fees and be accompanied by a descriptive memorandum indicating the Bidder desires for their return. The State shall return any samples in accordance with such memorandum, provided that they have not been used or made useless by testing. The State may hold samples for comparison with deliveries.

**13. Rejected Items; Abandonment.** If DOIT notifies Bidders that they must retrieve samples, or any other Systems, goods or equipment (collectively, the "Rejected Items") belonging to the Bidder, wherever located, the Bidder must do so within forty-eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of the Rejected Items. The Bidder agrees and acknowledges that its failure to retrieve and remove from any State premises the Rejected Items within such time shall be deemed to be an abandonment of the Rejected Items and, without more required of any party, shall vest authority in DOIT or any Agency to use or dispose of the Rejected Items as if they were the State's own property, as they deem it to be appropriate and in accordance with the law without incurring any liability or obligation to the Bidder or any other party. To the extent that DOIT and/or any Agency incurs any costs or expenses in connection with the Rejected Items, including, but not limited to, disposing of the Rejected Items, the Bidder shall reimburse the appropriate State entity no later than thirty (30) days after the date of invoice for such costs and expenses. All samples will be set up at DOIT unless DOIT indicates another location.

**14. Award Criteria.** DOIT shall award Contracts to the Lowest Responsible Qualified Bidder, in accordance with the factors set forth in 4a-59 of the Connecticut General Statutes, in the corresponding regulations and in the Invitation to Bid. Past performance, financial responsibility, the quality of the Systems to be supplied, their conformity with Specifications, their suitability to the requirements of the State, the delivery terms and administrative costs to the State shall always be factors in making contract awards.

**15. Right to Manage Award.** DOIT may award by System item, or part thereof, groups of Systems, or all Systems in the Invitation to Bid;

reject any and all Bids in whole or in part; waive or correct minor irregularities and omissions if, in DOIT's judgment, the best interest of the State will be served; or correct inaccurate awards, as it deems to be appropriate, resulting from clerical or administrative errors. If in the case of an irregularity, omission or mistake, the intended correct Bid is clearly evident on the face of the Bid, the Bidder shall be given an opportunity to correct the Bid to reflect the correct intent. Examples of mistakes that are clearly evident on the face of the Bid include but are not limited to, typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

**16. Effective Date.** The Contract shall be deemed to exist and be effective from the time that the Bidder accepts DOIT's Contract award notice to the Bidder. Bidder acceptance shall occur the earlier of the date of Bidder's written acceptance to DOIT in response to the Contract award



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notice or, absent such written acceptance, ten (10) days from the date of the Contract award notice. If any Bidder refuses or fails to accept DOIT's Contract award within ten (10) days from the date of the Contract award notice, DOIT may award the Contract to the next Lowest Responsible Qualified Bidder, and so on until the Contract is awarded and accepted. Refusal to accept a Contract after the ten (10) day period shall be deemed to be a breach of Contract and the Contractor shall be subject to the section in these terms and conditions concerning Open Market Purchases.

**17. Bidder Obligations Concerning the Bid.** A Bidder, if requested, must present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Invitation to Bid.

**18. Discounts.** Bidders may offer a discount for prompt payment, but such discount will not be taken into consideration in determining lowest price, except in the case of a price tie.

**19. Rejection of Bids for Malfeasance.** DOIT may, in its sole discretion, reject the Bid of any Bidder if at the time of Bid submittal the Bidder or Bidder Parties is in breach of any of the applicable representations and warranties listed in the Representations and Warranties section of these Terms and Conditions

**20. Order and Delivery.** The Contract shall bind the Bidder to furnish and deliver the Systems and/or services at the prices set forth in the Bid and in accordance with the Invitation to Bid, including these Terms and Conditions. Subject to the sections in these terms and conditions concerning Force Majeure, Termination, Cancellation and Expiration and Open Market Purchases, the Contract shall bind the State to order the Systems and any associated services from the Contractor, and to pay for the accepted Systems and any associated services at the Contract prices. The State may order and the Contractor shall deliver accordingly up to ten (10) percent more or less than the quantity listed in the Invitation to Bid. Subject to Contractor acceptance, Agencies not originally or specifically mentioned in the Invitation to Bid may purchase Systems and associated services from the Contractor. Agencies mentioned in the Invitation to Bid may transfer Systems and any associated services that they would have ordered to one or more other Agencies and the Contractor shall perform accordingly, subject to an adjustment in transportation costs, if applicable, resulting from any possible change in delivery sites. Provided further that such transportation costs are based on separately determined delivery costs to individual Agencies.

**21. Contract Amendments.** No alterations or variations of the Contract shall be valid or binding upon the State unless made in writing and signed by both parties.

**22. Term.** Contracts will remain in force for the full period specified in the Invitation to Bid or until;

- a. Terminated or Cancelled in accordance with these Terms and Conditions; or
- b. Extended in accordance with section 4a-59a of the Connecticut General Statutes, upon written authorization of the CIO and acceptance by the contractor, to permit ordering of unordered balances or additional quantities at the contract price and in accordance with the contract terms.
- c. Expired.

**23. Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DOIT. DOIT may void any purported assignment in violation of this section and to declare the Contractor in breach of Contract. If the Contractor assigns its rights or obligations under the Contract without the consent of DOIT, DOIT may Cancel the Contract in accordance with the Termination, Cancellation and Expiration section of these Terms and Conditions, effective as of

the assignment's occurrence or such other time as DOIT specifies in the Cancellation notice. Any Cancellation is without prejudice to DOIT's rights or possible Claims.

**24. Termination, Cancellation and Expiration.**

- (a) Notwithstanding any provisions in the Invitation to Bid, including these Terms and Conditions, DOIT's Chief Information Officer ("CIO"), or the CIO's designee, may Terminate or Cancel the Contract whenever the CIO makes a written determination that such Termination or Cancellation is in the best interests of the State. DOIT shall notify the Contractor in writing of Termination or Cancellation pursuant to this section, which notice shall specify the effective date of Termination or Cancellation and the extent to which the Contractor must complete performance under the Contract prior to such date.
- (b) The CIO shall send the notice of Termination or Cancellation via registered mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery. Upon receiving such notice from the State, the Contractor shall immediately discontinue all services and take all actions affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the State all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DOIT no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCEE or .TXT.
- (c) Upon receipt of a written notice of Termination or Cancellation from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Systems, Systems Properties and any other property. Except for any work which DOIT directs the Bidder to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (d) In the case of any Termination or Cancellation, the State shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its performance rendered and accepted by the State in accordance with the compensation provisions of the Contract, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance as the State may request.
- (e) For breach or violation of any of the provisions in the section of these Terms and Conditions concerning Representations and
- (f) Warranties, the State may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.





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(g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.

**25. Breach.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice, or such other time as provided in the notice, the Invitation to Bid or these Terms and Conditions, whichever is latest. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Contractor has not performed according to the Contract, the State may withhold payment in whole or in part pending resolution of the performance issue, provided that DOIT notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the Payment section of these Terms and Conditions. For notice purposes, a lesser payment period shall not apply. If a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this section shall not deprive the State of the right to take such cash discount.

**26. Waiver.**

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

**27. Open Market Purchases.** Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to perform within the time specified in the Contract, or failure to replace rejected or substandard Systems or fulfill unperformed services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DOIT, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Systems and associated services to replace those which have been rejected, not delivered, or not performed. The State shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Contractor's Bid and the Contractor shall pay the State's

invoice immediately after receiving the invoice. If DOIT does not Cancel the Contract, the State will deduct such open market purchases from the Contract quantities. However, if the CIO deems it to be in the best interest of the State, DOIT may accept and use the Systems delivered which are substandard in quality, subject to an adjustment in price to be determined by DOIT.

**28. Purchase Orders.** The Contract itself is not an authorization for the Contractor to ship any Systems or to begin performing in any way. The Contractor may begin performing only after it has received a duly issued purchase order against the Contract for performance. The Agency using the Contract will issue a purchase order against the Contract directly to the Contractor. All purchase orders must be in writing, bear the Contract number and comply with all other State requirements, particularly the Agency's requirements concerning procurement. A Contractor making delivery without a formal written purchase order does so at his own risk.

**29. Nonresponsibility.** If (a) a Bidder fails to accept a Contract within ten (10) days, as specified in the Effective Date section of these terms and conditions; (b) a Contractor suffers an unexcused material breach of the Contract and fails to cure that breach in accordance with the procedures set forth in the Breach section of these terms and conditions; or (c) a Contractor fails to reimburse the State for open market purchases as set forth in the Open Market Purchases section of these terms and conditions, then DOIT will take that into consideration in future Invitations to Bid when evaluating the Bidder's responsibility. The consideration of this factor may lead to a "not responsible" finding against the Bidder and make a Bidder ineligible to receive one or more future contract awards.

**30. Indemnification.**

a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State and without charge to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this section. The Contractor shall name the State as an additional insured on the policy.



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e. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

**32. Contractor Guaranties.** Contractor shall:

- Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.
- Guarantee the Systems and, as applicable, Systems Properties, against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the State's option, replace them;
- Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, equipment Systems or System Properties, to the Contractor's work or that of Contractor Parties;
- With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;
- adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

The contractual provisions concerning the confidentiality provisions guarantee in this section shall include civil sanctions for the unauthorized disclosure of the Records. The Contractor and Contractor Parties shall be treated as State employees with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

**33. Systems' Standards and Appurtenances.** Any Systems delivered must be standard new Systems, latest model, except as otherwise specifically stated in the Invitation to Bid. Where the Invitation to Bid or Bid do not specifically list or describe any part or nominal appurtenances of equipment for the Systems, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

**34. Delivery.**

- Any Systems delivered shall be standard new equipment, latest model, except as otherwise stated in the Invitation to Bid.

Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Invitation to Bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.

- Delivery shall be made as ordered and in accordance with the Invitation to Bid. Unless otherwise specified in the Invitation to Bid, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Systems from the carrier and placement on the agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the CIO as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- In order for the time of delivery to be extended, DOIT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- Systems shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the State unless otherwise stated in the Bid.
- All risk of loss and damage to the Systems and Systems Properties transfers to the State upon Title vesting in the State.

**35. System Inspection.** DOIT shall determine the manner and prescribe the inspection of all Systems and the tests of all samples submitted to determine whether they comply with all of the Specifications in the Invitation to Bid. If any System fails in any way to meet the Specifications in the Invitation to Bid, DOIT may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the System meets the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

**36. Payment.** Payment shall be made only after the Agency receives the Systems or services and after acceptance of the Systems or services and presentation of a properly completed invoice. Unless otherwise specified in the Invitation to Bid, payment for all accepted Systems and/or associated services shall be due within forty-five (45) days after acceptance of the Systems or services. Bids that require payment in less than forty-five (45) days shall be rejected, unless DOIT determines in its sole discretion that the Bid's requiring a lesser period is not material.

**37. Invoicing.** The Contractor shall send all invoices directly to the Agency at the address indicated on the purchase order and shall make all inquiries regarding the status of unpaid invoices also only to such ordering Agency.

**38. Force Majeure.** The State and the Contractor shall not be excused from their duty to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

**39. Advertising.** The Contractor shall not refer to sales to the State for advertising or promotional purposes without DOIT's prior written approval.

**40. American with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The State may Cancel the Contract if the Contractor fails to comply with the Act.

**41. Representations and Warranties.** The Contractor, and the Bidder, as appropriate, represent and warrant to the State for itself and Contractor Parties and Bidder Parties, as appropriate, that:



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- (a) if they are entities, they are duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Bid and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Titles 4a and 4d concerning State purchasing, including, but not limited to Sections 4a-60 and 4a-60a, concerning nondiscrimination, 22a-194a concerning the use of polystyrene foam, 4d-32 concerning subcontracts, 4d-34 concerning ownership rights and integrity of public records, 4d-35 concerning applicability of the Connecticut Freedom of Information Act, 4d-36 concerning nondisclosure of public records, 4d-37 concerning prohibition on selling, marketing or profiting from public records and 4d-38 concerning notice to DOIT for violation of certain laws.
- (c) the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or any Agencies; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more public transactions (Federal, state or local) cancelled for cause or breach;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
- (j) they shall disclose annually on the anniversary date of the effective date of the Contract, any and all Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
- (k) its participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State code of ethics;
- (l) the Bid is not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Systems, and is in all respects fair and without collusion or fraud;
- (m) it has not participated in any communications concerning the Invitation to Bid with any person or entity who submits a Bid, including, but not limited to, any manufacturers and/or dealers;
- (n) it is able to perform under the Contract using its own resources or the resources of a party who is not a Bidder;
- (o) each Systems or each developed, modified or remediated Systems delivered under the Contract shall: (1) accurately assess, present or process date and time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations; (2) properly exchange date and time data when used in combination with other Systems; and (3) perform as a System, if so stipulated in the Contract;
- (p) it shall obtain in a written contract all of the representations and warranties in this section from any subcontractor that it contracts with in connection with the Contract and to require that provision to be included in any lower tier subcontracts and purchase orders;
- (q) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (r) it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (s) it owes no unemployment compensation contributions;
- (t) 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;
- (U) 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;
- (V) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind them to the extent necessary or appropriate in any agreement with the State in accordance with these representations and warranties and that they shall also provide, no later than fifteen (days) days after receiving a request from DOIT, such information as DOIT may require to evidence, in the State's sole determination, compliance with this section;
- (w) it shall afford the State the lowest rates available for the Systems and any associated services and shall provide an annual written statement that it has complied with such representation and warranty;
- (x) except to the extent modified or abrogated in the Specifications, all ownership, title, licenses, rights and interest (including, but not limited to, perpetual use) (collectively, "Title") of and to the Systems and Systems Properties shall pass to the State upon complete installation, testing and acceptance of the Systems and associated services and payment by the State;



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| <b>BID NUMBER</b><br><b>08ITZ0096</b>  |
| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
| <b>E-mail Address:</b><br><a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a> |
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**STANDARD BID/CONTRACT TERMS AND CONDITIONS**

- (y) if either party Terminates or Cancels the Contract, for any reason, the Contractor shall relinquish to the State all Title to the Systems and Systems Properties delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the State;
- (z) with regard to third party products provided with the Systems, and Systems Properties, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license;
- (aa) the Contractor shall not copyright, register, distribute or claim any rights in or to the Systems and Systems Properties after the effective date of the Contract without DOIT's prior written consent;
- (bb) it either owns or has the authority to use all Title of and to the Systems, Systems Properties and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (cc) the Systems and Systems Properties do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (dd) the State's use of any Systems and Systems Properties shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (ee) if the Contractor procures any Systems, Systems Properties Rights, the Contractor shall sub-license such Systems, Systems Properties and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Systems and Systems Properties;
- (ff) the Contractor shall disclose to DOIT all software license and software escrow agreements that it has with any manufacturers or Contractor Parties; and
- (gg) the Contractor shall assign or otherwise transfer to DOIT, or afford DOIT the full benefits of any manufacturer's warranty for the Systems, Systems Properties and All IP Rights, to the extent that such warranties are assignable or otherwise transferable to DOIT.

**42. Disclosure of Contractor Parties Litigation.** The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor annually on the anniversary date of the effective date of the Contract, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract. The Contractor shall provide such information to DOIT no later than ten (10) days after the Contractor receives such information. Disclosure shall be in writing.

**43. Bidder Communications with State.** The only Agency with which Bidders may communicate concerning the Invitation to Bid and their Bid is DOIT. They may not contact the requesting Agency or any of its employees unless the Bidder has received prior written approval from DOIT. Any alleged oral agreement or arrangement made by a Bidder or Contractor with any Agency or any of its employees shall not bind DOIT or the State.

**44. Entirety of Contract.** The Contract is the entire agreement between the parties with respect to the its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. No alteration, modification or interpretation of the Contract shall be valid or binding unless in writing and signed by both parties. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

**45. Price Reduction.** The parties may agree to a reduction in the Bid price for any part or all of the System and/or associated services after the Contractor begins to perform.

**46. Executive Orders.** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

**47. Non-discrimination.** References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor. (a)The following subsections are set forth here as required by 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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 46a-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. (b)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. (c)"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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



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**STANDARD BID/CONTRACT TERMS AND CONDITIONS**

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. (d) 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. (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts. (f) The contractor shall include the provisions of section A above 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. (g) The following subsections are set forth here as required by 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 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 the provisions of this section and section 46a-56. (h) The contractor shall include the provisions of section G above 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.

**47. Whistleblowing.** The 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.

**48. Headings.** The headings given to the Sections in these Terms and Conditions are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular Section to which the heading refers.

**49. Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

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

**51. Contractor Changes.** The Contractor shall notify DOIT in writing of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. DOIT, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DOIT's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DOIT in accordance with the terms of DOIT's written request. DOIT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until it is fully performed.

**52. Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provision of the Contract and which do not involve the assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.



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| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
| <b>E-mail Address:</b><br><a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a> |
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**STANDARD BID/CONTRACT TERMS AND CONDITIONS**

**53. Audit and Inspection of Records.** The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by DOIT and any Agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

**54. Background Checks.** The Contractor and Contractor Parties shall be subject to criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual.

**55. Continued Performance.** The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

**56. Working and Labor Synergies.** The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

**57. Contractor Responsibility.** The Contractor shall be required to assume responsibility for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

**58. Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

**59. Most Favored Nation.** The terms of all Systems and services in the Contract are equivalent to or better than those for comparable Contractor offerings to any other state or local government under like terms and conditions. If during the term of the Contract the Contractor provides more favorable terms for said offerings to another such state or local government, the Contract shall be deemed to be amended, automatically and without any act required of any party, to provide the same terms to the State.

**60. Confidential Information.** DOIT will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which DOIT receives. However, all materials associated with the Bid and the Contract are subject to the terms of the

Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid and the Specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply.

**61. Interpretation.** The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

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

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

**63. Disclosure of Records.** The Contract may be 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.

**64. Notice of Consulting Affidavit.** Section 4a-81 of Connecticut Statutes requires that this solicitation include a notice of the consulting affidavit requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:



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| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
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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.

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

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.

This section is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

**65. Summary of State Ethics Laws.** Pursuant to the requirements of Section 1-101qq of Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

**66. Sovereign Immunity.** The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

**67. Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance;

provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

**68. Continuity of Systems.** (a) The Contractor acknowledges that the state agency information system and telecommunication system facilities and equipment (the "Systems") and associated services are important to the function of State government and that they must continue without interruption. If the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and things that DOIT deems to be necessary or appropriate, to ensure continuity of the Systems and services so that there is no disruption or interruption in performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without prior written approval of such subcontract by DOIT, as required by Conn. Gen. Stat. §4d-32. The Contractor shall include in such subcontract a provision containing all of the substantive terms and conditions of this section, such that the subcontractor will be obligated to DOIT in the same way as the Contractor is obligated to DOIT under this section. The Contractor shall make a full and complete disclosure of and delivery to DOIT or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly, concerning the Contract.

(b) The parties shall follow the following procedures in order to ensure the orderly transfer to the State of:

(1) such facilities and equipment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Systems related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all Systems passwords and security codes;

(2) all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes; and

(3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Records and Public Records created or modified pursuant to the Contract, subcontract or amendment no later than the latter of (1) the



**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**  
[www.ct.gov/doit](http://www.ct.gov/doit)

|  |
|--|
| <b>BID NUMBER</b><br><b>08ITZ0096</b>  |
| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
| <b>E-mail Address:</b><br><a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a> |
|  |

**STANDARD BID/CONTRACT TERMS AND CONDITIONS**

time specified in the section in this Contract concerning Termination for the return of Records and (2) 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor shall deliver to the State, during the State's business hours, those Records and Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

(c) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

**69. Campaign Contribution and Solicitation Ban.** With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.

**70. Conn. Gen. Stat. Sec. 4-252(e).**

Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

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

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

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals

and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

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

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

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is 02/09/08

**71. Nondiscrimination Certification Requirement**

Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h.

Accordingly, attached as Exhibits 1 & 2 are form certifications that the successful contractor must deliver executed at the time that it executes the Contract. The first of these forms is designed to be used by corporate or other business entities; the second is to be used only by individuals who are to sign and perform contracts with the State in their individual capacity. One or the other of these certifications is required for all State contracts, regardless of type, term, cost, or value. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

**72. Encryption of Confidential Data**

All contracted vendors shall encrypt any and all State stored data that is now, or hereafter, classified as confidential or restricted by the State. This encryption shall, without additional cost to the State, apply to all such data stored on non State owned and/or managed devices. The method used to encrypt data shall be compliant with then current State of Connecticut Architecture and Standards.



## **Invitation to Bid #08IT0096 Computer Peripherals**

### **VENDOR CERTIFICATIONS**

- 1) OPM Ethics Form 1 – Gift and Campaign Contribution Certification.
- 2) OPM Ethics Form 5 – Consulting Agreement Affidavit.
- 3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- 4) Plain Language Summary of State Ethics Laws for Current and Potential State Contractors.
- 5) SEEC FORM 11 - Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.
- 6) Nondiscrimination Certification Requirement
- 7) Nondiscrimination Certification Form (to be used by Corporations)
- 8) Nondiscrimination Certification Form (to be used by individuals)



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

### CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



# STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

### Lawful Campaign Contributions to Candidates for Statewide Public Office:

| <u>Contribution Date</u><br><u>Description</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> |
|--|----------------------------|------------------|--------------|
|  |                            |                  |              |
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|  |                            |                  |              |
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|  |                            |                  |              |
|  |                            |                  |              |
|  |                            |                  |              |

### Lawful Campaign Contributions to Candidates for the General Assembly:

| <u>Contribution Date</u><br><u>Description</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> |
|--|----------------------------|------------------|--------------|
|  |                            |                  |              |
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|  |                            |                  |              |

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

|  |                                 |
|--|---------------------------------|
| DOIT<br>Awarding State Agency  | 02/09/08<br>Planning Start Date |
| ITB 08ITZ0096 Computer Peripherals<br>Contract Number or Description |                                 |



# STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

*Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)*

**INSTRUCTIONS:**

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

\_\_\_\_\_  
Consultant's Name and Title Name of Firm (if applicable)

\_\_\_\_\_  
Start Date End Date Cost

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES: \_\_\_\_\_  
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Name of Bidder or Vendor **Signature of Chief Official or Individual** Date  
\_\_\_\_\_  
Printed Name (of above) DOIT  
Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court  
or Notary Public**



**STATE OF CONNECTICUT**  
**AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

*Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

**INSTRUCTIONS:**

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

**CHECK ONE:**

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

**IMPORTANT NOTE:**

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Firm or Corporation (if applicable)

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Zip

DOIT  
 Awarding State Agency

## Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

**Note:** The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

### RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

**GIFTS:** In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

**IMPORTANT RECENT CHANGE IN LAW:** As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

**NOTE:** State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

**NECESSARY EXPENSES:** Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

**GIFTS TO THE STATE:** The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

**NOTE:** Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

### RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

**NOTE:** The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

### **CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR**

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

### **OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU**

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, [www.das.state.ct.us](http://www.das.state.ct.us), and the Office of Policy and Management, [www.opm.state.ct.us](http://www.opm.state.ct.us), for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides "investment services" as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at [www.ct.gov/ethics](http://www.ct.gov/ethics).

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

(1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;

(2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or

(3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.



**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-

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

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

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

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

## NONDISCRIMINATION CERTIFICATION REQUIREMENT

Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h.

Accordingly, attached as Exhibits 1 & 2 are form certifications that the successful contractor must deliver executed at the time that it executes the Contract. The first of these forms is designed to be used by corporate or other business entities; the **second is to be used only by individuals** who are to sign and perform contracts with the State in their individual capacity. One or the other of these certifications is required for all State contracts, regardless of type, term, cost, or value. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

**NONDISCRIMINATION CERTIFICATION**

*(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I, signer's name, signer's title, of name of entity, an entity lawfully organized and existing under the laws of name of state or commonwealth, do hereby certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the governing body of name of entity, in accordance with all of its documents of governance and management and the laws of name of state or commonwealth, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That name of entity hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Effective June 25, 2007

**NONDISCRIMINATION CERTIFICATION**

*(By individual contractor regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I, signer's name, of business address, am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for if available, insert "Contract No. \_\_\_\_\_"; otherwise generally describe goods or services to be provided. I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, I, the undersigned, have executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Effective June 25, 2007



**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**  
[www.ct.gov/doit](http://www.ct.gov/doit)

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| <b>BID NUMBER</b><br><b>08ITZ0096</b>  |
| <b>Purchasing Contact:</b><br>Elizabeth Basso, AFAO  |
| <b>E-mail Address:</b><br><a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a> |
|  |

## BIDDER'S CHECKLIST

Read, review, and check-off each action as it is completed.

**BIDDER'S RESPONSE PACKAGE** All original bid forms must be prepared in INK or TYPEWRITTEN, *filled-out completely and returned* regardless if the information has been submitted in prior bids or bid may be disqualified.

- SP-26 Bid Proposal – This form **must have an original signature** of a duly authorized representative of the company. *Unsigned bids are automatically rejected.*
- SP-16 Bid Schedule:
  - ▶ Bidder's name must be in the upper right corner of ALL Bid Schedule Pages (typed or printed).
  - ▶ Complete the delivery section – A.R.O. (be specific). Do NOT use: “as ordered” or “as required.”
  - ▶ The payment terms are Net 45 Days (*Bidder may offer cash discounts for prompt payment*). Net Terms for periods less than 45 days (i.e. Net 30) are subject to rejection. *Exception: State of CT Small Business Set-Aside bid payment terms shall be in accordance with CGS 32-9h.*
  - ▶ The price extensions and totals have been reviewed and verified. In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation.
  - ▶ Any errors, alterations, corrections, whiteouts, or erasures must be initialed. Changes not initialed result in automatic bid rejection.
- Bidder Specifications – All technical or descriptive material, drawing, sample, format, or disc that are required with the bid.
- SP-14 Bidder Qualifications – Each section must be completed (if not applicable, note “N/A”) and **must be signed** by an authorized representative of the company.
- SP-34 Contract Compliance Regulations (CHRO) – The last 2 pages must be completed, signed, and submitted with each bid regardless of the number of employees (*even if the company is family owned and/or operated*) or the bid may be rejected.

**IF REQUESTED INCLUDE:**

- SP-18 Addendum – any addendum to the bid must be signed (insert before SP-26).
- Set-Aside Certification – a copy of your certification from DAS (insert after specifications).
- Maintenance Vendor Guarantee Certification – must be completed and signed with the bid.
- ANY additional items that are listed in the bid schedule.

**When Returning Bidder's Response Package** (*WE DO NOT ACCEPT E-MAILED OR FAXED BIDS*)

- Return** the **ORIGINAL** forms listed above with **one copy and one CD**.
- Bidder's return mailing address **must be** in the upper left corner of the sealed bid envelope.
- Use the pre-addressed mailing label (found on SP-11, ITB) **or**
  - ▶ **Mark** your sealed bid envelope with the **Bid Number** and the **Bid Opening Date** and
  - ▶ Address it to: State of Connecticut - Department of Information Technology  
Contracts & Purchasing Division, 4<sup>th</sup> Floor  
101 East River Drive, East Hartford, CT 06108-3274
- Mail or hand-deliver your bid in time to be received no later than the designated opening date and time. Late bids are *not accepted* under any circumstances.
- Do NOT return** unnecessary forms (i.e. terms & conditions, agency specifications, ABL, checklist) with your bid. It only complicates the evaluation of your bid if returned unnecessarily.