CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number **03ITZ0418**
Contract Award Date December 2, 2003
SUPPLEMENT DATE **June 28, 2004**

CONTRACT AWARD SUPPLEMENT # 2

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5200 Data Processing Services

FOR: **Department of Revenue Services and All Using State Agencies, Municipalities & Political Subdivisions**
25 Sigourney St.
Hartford, CT 06106

DELIVERY DATE REQ'D: N/A

TERM OF CONTRACT: **Three (3) years** *with an option for two (2) one (1) year extensions*

AGENCY REQUISITION NUMBER: **209330**

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
--		--	**$1,867,200.00**

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

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

- CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

Supplement #2

This Supplement is to add additional services to the OS-114 Sales Tax Form. The service includes document preparation, scanning and indexing only of Sales Tax documents. There is no minimum volume requirement.

Cost = 16.6 cents/document

APPROVED_____

Holly Miller-Sullivan
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

Supplement # 2
Date Issued: June 28, 2004

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number **03ITZ0418**
Contract Award Date December 2, 2003
SUPPLEMENT DATE **3/25/04**

CONTRACT AWARD SUPPLEMENT # 1

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5200 Data Processing Services

FOR: **Department of Revenue Services and All Using State Agencies, Municipalities & Political Subdivisions**
25 Sigourney St.
Hartford, CT 06106

DELIVERY DATE REQ'D: N/A

TERM OF CONTRACT: **Three (3) years** *with an option for two (2) one (1) year extensions*

AGENCY REQUISITION NUMBER: **209330**

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
--		--	**$1,867,200.00**

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

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

- CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

Supplement #1

This Supplement is to Add the OS-114 Sales Tax Form. This is to be Data Captured, Verified and Indexed.

600,000 Forms per Year

Cost = $0.204 Per Form

$367,200 Estimated over the Three Years.

APPROVED_____

Holly Miller-Sullivan
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

Supplement # 1
Date Issued: March 25, 2004

CONTRACT AWARD
SP-38 Rev. 01/02

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award #
03ITZ0418
Contract Award Date
December 2, 2003
Expiration Date
December 1, 2006

CONTRACT AWARD

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5200 Data Processing Services

FOR: **Department of Revenue Services and All Using State Agencies, Municipalities & Political Subdivisions**
25 Sigourney St.
Hartford, CT 06106

DELIVERY DATE REQ'D: N/A

TERM OF CONTRACT: **Three (3) years** *with an option for two (2) one (1) year extensions.*

AGENCY REQUISITION NUMBER: **209309**

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
			$1,500,000

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

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

- CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

Company Name: **Virtual Solutions, Inc.**

Address: **101 Erford Road – Camp Hill PA 17011**

Tel. No.: **(717) 731-6200** *Fax No.:* **(717) 731-8250** *Contract Value:* **$1,500,000**

Contact Person: **Robert Robinson** *SSN/FEIN #:* **87-0621758** *Delivery:* ***14 days ARO***

Certification Type: *(SBE,MBE, WBE or None)* *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***Yes***

Company E-mail Address: rrobinson@virtualsolutions.com

APPROVED_____

Holly Miller-Sullivan
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

Date Issued: December 2, 2003

BID SCHEDULE
SP-16 Rev. 01/02

STATE OF CONNECTICUT

DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
03ITZ0418

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

E-Mail Address:
kathleen.m.anderson@po.state.ct.us

Award Schedule

03ITZ0418

*RETURN **ORIGINAL** AND **ONE COPY***

BID OPENING DATE
October 30, 2003

DELIVERY TIME
A.R.O.

PAYMENT TERMS	CASH DISCOUNT
Net 45 Days	-- % -- Days

Payment terms are net 45 days.
Pricing includes all transportation charges FOB state agency.

Page 1 OF 1

Vendor – **Virtual Solutions, Inc.**

SSN OR FEIN **#87-0621758**

DESCRIPTION OF COMMODITY AND/OR SERVICES

ESTIMATED YEARLY QUANTITIES

ITEM #1

CT-1040EZ (with labels)	20,000	**$0.304** per form
CT-1040EZ (without labels)	175,000	**$0.393** per form
CT-1040 (with labels)	50,000	**$0.358** per form
CT-1040 (without labels)	600,000	**$0.447** per form

ITEM #2

CT-1040NRPY (with labels)	15,000	**$0.374** per form
CT-1040NRPY (without labels)	150,000	**$0.462** per form
CT-1041 (without labels)	50,000	**$0.408** per form
CT-1120SI (without labels)	25,000	**$0.397** per form

ITEM #3

Taxpayer Correspondence	60,000	**$0.208** per form
Data Captured In-House	30,000	**$0.208** per form

Purchasing Contact:
Kathleen M. Anderson PSO II

Telephone Number:
(860) 622-2327

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Bid Number
03ITZ0418

SPECIAL TERMS AND CONDITIONS

1. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
2. 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.
3. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
4. Bidders must certify that their bid is good for a period of ninety (90) days.
5. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of ninety (90) days after an award unless further extended by mutual consent or equipment is no longer available.
6. 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.
7. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Information Technology, however, no compensation for lost profits shall be allowed.
8. Bidders offering equipment **other than all new equipment** must specify it (i.e. rebuilt, refurbished). Bidders may also be required to submit additional information prior to an award. The State will evaluate and may consider such an offer if it is deemed to be in the best interest of the agency.
9. Bidders cannot substitute for a manufacturer's installed components.
10. Bidders must list maintenance cost for hardware and software, If applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
11. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

ENERGY STAR REQUIREMENTS

11. All personal computers, notebook (laptop) computers, monitors, and desktop printers must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency. Printers intended for high volume use in LAN environments are exempt from this requirement.
12. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.
13. Personal computers, notebook computers and 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.
14. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.
15. 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.

LAWS

Everything herein shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Vendor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statue sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as:

- Affirmative Action Policy Statement: http://www.state.ct.us/governor/aapolicy.htm
- Sexual Harassment Policy Statement: http://www.state.ct.us/governor/sexualharasspolicy.htm
- Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation

The vendor is also subject to the provisions of the following:

- Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts: http://www.state.ct.us/governor/executiveorders/meskill3.htm
- Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service: http://www.state.ct.us/governor/executiveorders/meskill17.htm
- Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16: http://www.state.ct.us/governor/executiveorders/no16.htm

STATE OF CONNECTICUT

DOIT – CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Bid Number

03ITZ0418

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

SCOPE

These Standard Bid and Contract Terms and Conditions are definitely a part of each Invitation to Bid and Contract Award. Unless otherwise stated or the context clearly so indicates, these terms and conditions apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations to Bids issued by the Contracts & Purchasing Division will bind Bidders to the terms and conditions herein set forth, **except** as specifically qualified in *Special Bid and Contract Terms and Conditions* issued in connection with any individual Invitation to Bid.

DEFINITIONS

As used herein, as well as in all specifications, Invitation to Bids, awards, contracts, etc., issued by the Contracts & Purchasing Division the following definitions shall apply, unless otherwise indicated:

State: The State of Connecticut

Contracts Division: Department of Information Technology, Contracts & Purchasing Division of the State of CT

Agency: Any or all State Departments, Institutions and Agencies,

Bidder: Any Individual, Firm or Corporation submitting bids on an invitation to Bid issued by the Contracts & Purchasing Division

Contractor: Any Individual, Firm or Corporation to which a contract is awarded against a bid submitted

Invitation to Bid: The document which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance

Bid: An offer submitted in response to an Invitation to Bid, to furnish supplies or services to the State under certain prescribed conditions, at a stated price

Lowest Responsible Qualified Bidder: The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on criteria set forth in the bid proposal and considering past performance and financial responsibility

Contract: The acceptance by the State of an offer by a bidder to furnish supplies or services at a stated price in response to an invitation for bids

All qualified prospective Bidders on the mailing list of the Division will be eligible to receive copies of invitations for bids issued by the Contracts & Purchasing Division on all commodity groups on which a desire to receive bids has been indicated. Failure to submit bids on or reply to three consecutive invitations for bids mailed to a prospective Bidder will cause the name of such Bidder to be removed from the mailing list for such group.

Any alleged oral agreement or arrangement made by a Bidder or Contractor with any State Agency, the Contracts & Purchasing Division, or an employee of the Division, will be disregarded.

SUBMISSION OF BIDS

1. Bids must be submitted on and in accordance with forms supplied by the Contracts & Purchasing Division. Telephone or facsimile bids will not be accepted under any circumstances in response to a sealed Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening shall not be considered. All bids must be sealed in envelopes supplied by the Bidder. All bids must be addressed to the State of Connecticut, Dept. of Information Technology, Contracts & Purchasing Division, 4th Floor, 101 East River Drive, East Hartford, Connecticut 06108-3274. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

3. Bidders are cautioned to verify their bids, before submission, as amendments to bids submitted, if received by the Contracts & Purchasing Division after time specified for opening of bids, shall not be considered. This applies to bids sent by mail and those delivered in person. An original and one (1) copy of the bid shall be returned to the Contracts & Purchasing Division. Bids shall be typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids on behalf of the bidder shall sign all bids. **Unsigned bids shall be rejected. All signatures shall be original signatures,** unless there is specific authorization from the Contracts & Purchasing Division for the use of non-manual forms of signature. **Bidders are cautioned that the person signing the Bid Proposal or his authorized designee must initial errors, alterations or corrections on both the original and copy of the Bid Schedule.** In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid Proposal to the person initialing the erasure alterations, or correction. This includes erasures; alterations, corrections, or any typing cover up method to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so shall result in rejection of bid.

4. All information required in the bid documents must be given to constitute a formal bid. Failure to provide such information may result in disqualification of bid.

5. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one limiting, or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.

6. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the bid, unless otherwise specifically indicated.

7. Alternate proposals will not be considered unless specifically called for in the Invitation to Bid. An alternate proposal is defined as one that is submitted in addition to the bidders primary response to the specified bid. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same Bid by the same bidder whether on a separate bid form or attached to initial bid response.

8. 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 an item, does not restrict bidders to that manufacturer or specific article. This means it is being used simply to indicate the character or quality of the article so described: but the article offered must be of such character and quality and include any applicable options, accessories, etc. That it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being, offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers Is other than as specified, it will be understood that the bidder is offering, the article exactly as specified.

9. Prices should be extended in decimals, not fractions; to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

10. In accordance with section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

11. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in rejection of bids for items so affected except in the event of bids awarded on a total basis in which case the lower total price will be considered in making the award.

12. Bidder declares that the bid is not made in connection with any other Bidder submitting, a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation for bids, such statement must be completed in every detail.

13. All bids will be opened and read publicly. Bidders may be present or be represented at all openings. Upon award, bids are subject to public inspection during normal business hours of the Division. Summaries of bids received are not distributed by the Division nor given out by telephone.

14. The Contracts & Purchasing Division reserves the right to amend or cancel an Invitation to Bid prior to the date and time of bid opening.

GUARANTY OR SURETY

15. A guaranty that bidder will execute contract and furnish performance surety, when requested and within ten (10) days after execution date of contract, shall, if required, be submitted with bid. Guaranty may be submitted in any one of the following forms:

a. Annual bid bond in the amount of $5,000.00 to cover all bids up to $50,000.00 submitted within one year.
b. Individual bid bond for up to ten (10) percent of the total amount of each separate bid.
c. Certified check made payable to "Treasurer, State of Connecticut," for up to ten (10) percent of the total amount of each separate bid.

16. Performance surety binding the Contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such surety in an amount up to one hundred (100) percent of each separate award, may be submitted in the form of a

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

performance bond, of a licensed surety company, certified check or irrevocable letter of credit from a Commercial Banking Institution.

17. Bonds must meet the following requirements:

a. Corporation: An official of the corporation above his official title must sign the Bond and the corporate seal must be affixed over his signature.
b. Firm or Partnership: All the partners must sign the bond and indicate they are "Doing Business As (name of firm)".
c. Individual: The Individual owning the business and indicated “Owner” must sign the bond.
d. The surety company executing the bond must be licensed to do business in the State of Connecticut, or a company so licensed must countersign bond.
e. An official of the surety company must sign the bond and the corporate seal must be affixed over his signature.
f. Signatures of two witnesses for both the principal and the surety must appear on the bond.
g. Power of Attorney for the official signing the bond for the surety company must be submitted with the bond, unless such Power of Attorney has previously been filed with the Division.

SAMPLES

18. All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications, all deliveries shall have the same identity and quality as the accepted bid sample.

19. Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to opening, of bids, they shall be delivered as specified in bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the Bidder desires their return, provided they have not been used or made useless by test. Samples may be held for comparison with deliveries. Bidders may pick up samples at the Contracts & Purchasing Division.

20. When the bid indicates that an item is to be equivalent to a sample, such samples will be on display at the Division unless another location is specified. Failure on the part of a Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the Invitation to Bid.

AWARD

21. Award will be made to the lowest responsible qualified Bidder. Past performance and financial responsibility shall always be factors in making this determination. The quality of the articles or services to be supplied, their conformity with specifications, their suitability to the requirements of the State, the delivery terms and administrative costs of the State as currently prescribed by the Contracts & Purchasing Division, will be taken into consideration in making the award.

22. The Contracts & Purchasing Division reserves the right to award by item, or part thereof, groups of items, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in the Division's judgement, the best interest of the State will be served.

23. The Contracts & Purchasing Division reserves the right to make awards within thirty (30) days or an earlier date specified by a Bidder in his bid, such awards shall be conditioned upon Bidder's acceptance.

24. A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

25. The quantities listed in the bid schedule may be increased or decreased by the Contracts & Purchasing Division to meet new or amended requirements of state agencies between the time the bid is issued and the time award is made, subject to the Bidder's acceptance.

26. All other factors being equal, preference may be given to resident bidders of the State and to commodities produced or manufactured in the State.

27. Bidders may offer cash discount for prompt payment, but such cash discount will not be taken into consideration in determining low bidder except In the case of tie bids.

28. The Contracts & Purchasing Division reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as Its sales agent or representative, or member of the firm, an Individual in default or guilty of misrepresentation

29. The Contracts & Purchasing Division reserves the right to correct inaccurate awards resulting from their clerical or administrative errors.

CONTRACT

30. Each bid will be received, with the understanding that the acceptance in writing, by the Contracts & Purchasing Division of the offer to furnish any or all of the commodities or services described therein, shall constitute a contract between the Bidder and the State, which shall bind the Bidder on his part to furnish and deliver the commodities and/or services at the prices given and in accordance with conditions of said accepted bid and specification and Standard Bid and Contract Terms and Conditions form SP-7A of current issue and the State on its part to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The State reserves the right to order up to ten (10) percent more or less than the quantity listed in the bid or as amended in the award. C.H.R.O. figures are for reporting purposes only and shall not be part of the contract. Contract acceptance is not an order to ship. See No. 40.

31. Subject to the acceptance of the contractor quantities may be ordered against contracts by State Agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs to individual agencies.

32. No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the Contracts & Purchasing Division.

33. Contracts will remain in force for full period specified and until all articles or services ordered before date of termination shall have been satisfactorily delivered and accepted (and thereafter until all terms and conditions have been met), unless:

a. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
b. Extended upon written authorization of the Contracts & Purchasing Division and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.

34. Contract quantities will be assumed to have been ordered out of expiration period according to contract terms. Contractor must furnish a statement of unordered balances as required by the Contracts & Purchasing Division prior to termination of contract.

35. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Contracts & Purchasing Division.

36. The placing in the mail to the address given in his bid or delivery of a notice of award to a bidder will constitute notice of acceptance of contract. If any bidder refuses to accept, a contract awarded to him within ten (10) days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten (10) day period shall not be considered and such bidder shall be subject to the provisions of paragraph 38.

When so requested by the Contracts & Purchasing Division, the Contractor shall execute a formal contract with the state for the complete performance specified therein.

37. The contract may be canceled or annulled by the Contracts & Purchasing Division upon nonperformance of contract terms or failure of the Contractor to furnish performance surety within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

38. Failure of a Contractor to deliver articles or perform services within the time specified on his bid proposal, or as amended by the Contractor and accepted by the Contracts & Purchasing Division, or within reasonable time as interpreted by the Contracts & Purchasing Division, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Contracts & Purchasing Division, will constitute authority for the Contracts & Purchasing Division to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The Contracts & Purchasing Division reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the State for excess cost occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Contracts & Purchasing Division.

39. When commodities are rejected, same must be removed by the Contractor from the premises of the Agency within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the State shall have the right to dispose of them as its own property.

40. Contract acceptance is not an order to ship. Purchase Orders against Contracts will be placed by Agencies directly with the Contractor. All orders must be in writing and must bear the contract number and approval of the State Comptroller. Contractor making delivery without formal written order does so at his own risk.

41. The Contracts & Purchasing Division reserves the right to remove from mailing list for future bids for an indeterminate period, the name of any Bidder for failure to accept contract, (after 10 days notice as defined in par. 36) or the name of any Contractor for unsatisfactory performance of contract or failure to reimburse the State for open market purchases made to contractor or default as outlined in paragraph 38.

CONTRACT GUARANTY

42. Contractor hereby agrees to:

a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
b. Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
c. Guarantee his products against defective material or workmanship and to repair or replace any damage or marring occasioned In transit.
d. Furnish adequate protection from damage for ail work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
e. With respect to contracts for the provision of services to pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the service is to be provided, and of the State of Connecticut.
f. With respect to contracts for the provision of services to carry proper insurance to protect the State from loss.

DELIVERY

43. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable Federal and State laws and regulations.

44. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

45. Materials and supplies delivered must be new items except as otherwise specifically stated in bid.

46. Delivery must be made as ordered and in accordance with bid. Unless otherwise specified in the bid, delivery shall be to agency loading, dock or receiving, platform. Contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the Contracts & Purchasing Division as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

47. Any request for extension of time of delivery from that specified must be approved by the State, such extension applying only to the particular item or shipment.

48. Commodities 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 to remain the property of the State unless otherwise stated in the Invitation to Bid.

49. Deliveries are subject to reweighing over official sealed scales designated by the State and payment will be made on the basis of net weight of materials received.

INSPECTIONS AND TESTS

50. The Inspection of all commodities and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Contracts & Purchasing Division.

51. Any item that fails in any way to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Contracts & Purchasing Division shall be final.

PAYMENT

52. Unless otherwise specified in the Bid Schedule, payment for all accepted commodities and services, shall be due within forty-five (45) days after receipt of such commodities or services or the date that a properly executed state invoice form CO-17 is received, whichever is later. Bids submitted that require payment in less than forty-five (45) days are subject to rejection. Where there is a question of non performance of contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five (45) day payment period. In the event a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this paragraph, shall not deprive the State of the right to take such cash discount.

53. Payment will be made only after presentation of a properly completed State Invoice form CO-17. Forms may be obtained from either the ordering agency or the Forms Management Contractor to the State. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the Contractor's claim, the State agency shall contact the vendors within ten (10) days. If the contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

54. Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever any State agency fails to make timely payment in accordance with the provisions of paragraphs 52 and 53 above. Any amount of interest penalty that remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate State invoice form CO-17 for interest charges.

55. All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

56. Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Contracts & Purchasing Division.

SAVING CLAUSE

57. It is understood and agreed that the Contractor shall not be held liable for any losses resulting In the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor Is unable to prevent.

58. Should the performance of any contract be delayed or prevented as set forth In paragraph 57. The Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

ADVERTISING

59. Reference by suppliers to sales to the State for advertising and promotional purposes without prior approval of the Contracts & Purchasing Division is expressly prohibited.

RIGHTS

60. It is expressly stipulated and understood that the State shall have and retain sole and exclusive right and title in and to the (forms) (maps) (material) produced for the State, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the (contractor) (printer) shall not copyright, register, distribute or claim any rights in or to said (forms) (maps) (materials) or the work produced under his contract.

61. The contractor or subcontractor offers and agrees to assign to the public purchasing body all right(s), title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15. or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

PACKAGING

62. All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances" as defined under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer.

AMERICANS WITH DISABILITIES ACT

63. This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (“Act”), Public Law 101-336, during the term of this contract. Contractor represents and warrants that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract as it may be amended, will render the contract voidable at the option of the State upon notice to the Contractor, which notice shall

be upon such terms and conditions as the state shall determine in its sole discretion. Contractor represents and warrants that it will hold the State, its employees, agents, representatives, officers, successors and assigns harmless and indemnify them from and against any losses, costs, expenses (including, without limitation, attorneys' and other professionals' fees and expenses), legal and equitable damages and liabilities which may arise, directly or indirectly, out of any act of commission or omission of the Contractor concerning compliance with the Act, as the same applies to performance under this contract Agreement.

YEAR 2000 COMPLIANT

64. Year 2000 Warranty: The contractor warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, and firmware ("item") or each service delivered under this contract shall be able to:

a. Accurately assess, present or process date/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;
b. Properly exchange date/time data when used in combination with other information technology;
c. Perform as a system if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 warranty is discovered and made known to the contractor in writing. This warranty remains in effect through December 31, 2000 or 365 days following the termination of this agreement, whichever is later.

Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the contractor warrants that products or items modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The contractor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.