INVITATION TO BID
SP-11 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT

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

Invitation To Bid

Specifications & Bid Documents Attached

Bid Number: **04ITZ0012**

Bid Opening Date & Time: **March 30, 2004 @ 2:00 p.m. Eastern Time**

Bid Class/Sub-Class & Description: **Secure Messaging**
HIPAA Compliant Application Software

Requesting Agency: **Department of Information Technology**

Special Instructions: ***This will be a one year contract award*** *(with an option to renew)*

This replaces the following contract award in part or in total: **None**

NOTICE TO VENDORS:
Logon to:
http://www.doit.state.ct.us/purchase/index.html
Click on the link **Register for Bid Notification** complete the form to automatically receive a summary of new Bids & RFP's ***via e-mail***.

www.doit.state.ct.us
DOIT CT State Web Site

marcie.wilson@po.state.ct.us
Purchasing Officer E-mail Address

(860) 610-0857
Fax Number

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.

Return Bid To:

SEALED BID NO.: 04ITZ0012

NOT TO BE OPENED UNTIL:
Tuesday, March 30, 2004 @ 2:00 p.m.

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
4th Floor, Attn: Marcie Wilson
101 EAST RIVER DRIVE
EAST HARTFORD, CT. 06108-3274

Note:

When returning the ***ORIGINAL & THREE COPIES*** *of your bid response, use the mailing label format at the left on all sealed bid envelopes.*

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

BID PROPOSAL
SP-26 Rev. ½

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT

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

THIS FORM AND BID SCHEDULE FORMS MUST BE RETURNED

Read Carefully

BID PROPOSAL

BID NUMBER	BID OPENING DATE	BID OPENING TIME	BID SURETY	DATE ISSUED
04ITZ0012	**MARCH 30, 2004**	**2:00 PM (ET)**	**NONE**	**03/19/04**

DESCRIPTION: **Secure Messaging HIPAA compliant Application Software**

COMMODITY CLASS /SUBCLASS: **5020** | Agency Requisition Number(s): **401115**

FOR: **Department of Information Technology**
101 East River Drive
East Hartford, CT 06108

TERM OF CONTRACT / DELIVERY DATE REQ'D:
2 years w/ option of 2 (1) year renewal

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:

1. 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.
2. 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.
3. 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 # TOLL-FREE #	FAX #	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER		DATE EXECUTED	
TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON		
BIDDER E-MAIL ADDRESS	BIDDER WEBSITE		

BUSINESS TYPE: ☐ PROPRIETORSHIP (Individual) ☐ PARTNERSHIP *(you must attach the names and titles of all partners)*
☐ CORPORATION Type of Corporation: State Incorporated in:

STATE EMPLOYEES must indicate your Position, Agency & Agency Address:

Current DAS *certified* CT Set-Aside business: ☐ YES (*copy of certificate included with bid)* ☐ NO
Has your business received funding from the Small Business Association? ☐ YES ☐ NO
Is your business reportable to the IRS? ☐ YES *(1099/W2 will be mailed to you at year end)* ☐ NO

REMITTANCE INFORMATION:
(if different from above address)

BID SCHEDULE
SP-16 Rev. 01/02

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
04ITZ0012

Purchasing Contact:
Marcie Wilson, PSO I

Telephone Number:
(860)622-2329

E-Mail Address:
marcie.wilson@po.state.ct.us

BID SCHEDULE
04ITZ0012

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

BID OPENING DATE	
March 30, 2004	
DELIVERY TIME	
Earliest Guaranteed	
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 2

BIDDER NAME

SSN OR FEIN #

Department of Information Technology is soliciting bids for Secure Messaging HIPAA Compliant Application Software
Price to include application, installation, delivery, and warrantee. Please *list any deviations* from specification along with a spec sheet of your Bid.

Description of Commodity and/or Services		QTY	Unit Price	Maintenance Costs					Installation & Training	Total Price
				Year 1	Year 2	Year 3	Year 4	Total (1-4)		
Software Components	List all required software: include all software components necessary to meet the attached specifications, provide itemized detail where necessary. Cost for 3,000 users.									
1	Server & Client Software:									
	Licenses:	3000								
2	Server & Client Software: {if applicable}									
	Licenses: {if applicable}									
3	Server & Client Software: {if applicable}									
	Licenses: {if applicable}									
									Grand Total:	

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
04ITZ0012

*Although there is no commitment at this time, it is anticipated additional e-mail clients will be required as utilization of the product increases. Potential product venders are being asked to provide a pricing schedule to procure additional licenses and include discounts associated with volume purchases should their company support such a program.

The state anticipates the initial purchase will be for 3,000 licenses. Prices to remain fixed for the term of the contract.

OPTION:
Tiered Discount Pricing for additional licenses:

Number of Users	Price
500 – 1,000	
1,001 – 1,500	
1,501 – 2,500	
2,501 – 5,000	
5,001 – 10,000	
Unlimited	
Other: Vendors must also identify potential performance impacts to the system based on license utilization (increases).	

Please note, this is the initial purchase. We reserve the right to increase our purchase.

Bidder Contact: _____

Address:_____

Phone: _____ Fax: _____ E-mail: _____

Representative that will *service*:

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, Standard Bid & Contract Terms & Conditions, and Agency Specifications.
2. Ensure that you have attached your specification sheet that includes everything you are including in your bid and that you have listed any deviations of our specs. Any corrections must be initialed.
3. Send an **original** and **one (1) copy** 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 March 30, 2004 @2:00PM (ET)**
4. We have added the Equipment Maintenance Guarantee to the Invitation to Bid package. This information is required and must be completed prior to an award.
5. Prices include equipment, installation including all software/cards/memory necessary, cables, delivery, and warrantee. All Hardware components and software must be installed and configured before delivery. Equipment must be Year 2000 compliant.

All correspondence regarding this Invitation to Bid must be in *writing* and submitted to:
Marcie.Wilson@po.state.ct.us
-or-
Attn.: Marcie Wilson, Bid # 04ITZ0012
DOIT - Contract & Purchasing Division, 101 East River Drive, East Hartford, CT 06108

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT

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

BID #
04ITZ0012

AGENCY SPECIFICATIONS
Bid # 04ITZ0012

Certified Mail or Equivalent must:

Interoperate with the Existing Infrastructure

1) Provide the State of Connecticut Messaging enterprise the ability to transmit secure messaging and large file transfers utilizing the current mail messaging system, Microsoft Exchange® and the Microsoft Windows® platform.

2) Provide the ability to transmit secure messaging without requiring any application plug-ins or modifications to existing client messaging applications.

3) Integrate with IPSwitch's IMail Server and Microsoft's Exchange server applications respectively.

4) Provide the ability to transmit single and multiple files securely via email attachments.

5) Provide the ability to transmit single and multiple files up to two (2) gigabytes via SFTP (secure file transfer protocol) using a standard encryption algorithm.

6) Provide the ability to support multiple email platforms (e.g., Exchange, IMail, GroupWise) concurrently. This may require multiple product instances (licenses and installations). Adjust software quantities respectively.

Meet or Exceed HIPAA Requirements

7) Provide the ability to scan (content filtering) all State of Connecticut outbound SMTP traffic for electronic protected healthcare information (defined by the HIPAA federal regulation, Final Security Rule) and send all of said messages outbound securely using a standard encryption algorithm.

8) Provide the ability to allow email users to send messages and file transfers (specified by rules, content selection or manual selection) securely in accordance with the HIPAA federal regulation, Final Security Rule. In order to meet the prior requirement, the following specifications outlined in Section 164.312 of the HIPAA regulation are used to define the requirements that are reasonable to the size, complexity and capability of the subjected organizations.

a. Mechanism to authenticate ePHI. Implement electronic mechanisms to corroborate that electronic protected health information has not been altered or destroyed in an unauthorized manner.

b. Standard: Person or entity authentication. Implement procedures to verify that a person or entity seeking access to electronic protected health information is the one claimed. A strong challenge and response single-factor authentication must be used for account authentication. Two-factor authentication is preferred.

c. Standard: Transmission security. Implement technical security measures to guard against unauthorized access to ePHI that is being transmitted over an electronic communications network. A standard encryption algorithm must be used for all messages and file transfers designated for secure delivery.

d. Integrity controls. Implement security measures to ensure that electronically transmitted ePHI is not improperly modified without detection until disposed of. Digital signatures must be used to ensure that electronic mail messages are not improperly modified. Provide a mechanism to verify data integrity (e.g., MD5) for all files designated for secure storage and transfer. Encryption. Implement a mechanism to encrypt ePHI whenever deemed appropriate.

Meet Administration Requirements

9) Provide the ability to selectively and granularly administer permissions and rules to individual mailboxes, mailbox groups, FTP users, and FTP user groups. Administration tools must include a HTTPS graphical interface.

10) Provide the ability to apply technical rules and policies to the content filtering process for administration.

11) Provide a mechanism for administrators to apply size limitations to secure mailboxes and FTP directories; and provide the ability for date-filter archiving.

12) Provide a mechanism to segregate administration controls to specific mailboxes, mailbox groups, FTP users, and FTP user groups; this will allow hierarchical administration controls to be implemented.

Meet End Users Requirements

13) Provide the ability for end users to designate messages for secure delivery from their existing client messaging applications.

14) Provide the ability for end users to administer granular access controls, from their existing client messaging applications, for setting message permissions (e.g., forwarding, replying).

15) Provide the ability for end users to retract messages.

16) Provide the ability for end users to track and review delivery and audit information on their respective messages.

Meet Due Diligence Requirements (Due at time of bid submission)

17) Provide an electronic (CD-ROM) document verifying and validating all of the enclosed requirements.

18) Provide an electronic (CD-ROM) document test and implementation plan for all software required to meet the enclosed requirements.

STATE OF CONNECTICUT

DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
04ITZ0012

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

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.

AWARD #	COMMODITY	STATE AGENCY	PURCHASING CONTACT	TELEPHONE #

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, registrations, etc. that qualify your business to meet the requirements of this bid.

_____

_____

_____

(Attach additional sheets if necessary)

STATE OF CONNECTICUT

DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
04ITZ0012

BIDDER'S STATEMENT OF QUALIFICATIONS

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

MODEL	YEAR	MANUFACTURER

(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

STATE OF CONNECTICUT

DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
04ITZ0012

BIDDER'S STATEMENT OF QUALIFICATIONS

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.

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 judgements 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.

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CHRO-4

Bid Number
04ITZ0012

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 CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies that establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

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 CONN. GEN. STAT. 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 CONN. GEN. STAT. as "(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians..." A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance

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 inclusive, of the Regulations of Connecticut State Agencies;
(C) the bidder's promise to develop and implement a successful affirmative action plan;
(D) the bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender 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 two (2) pages <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> 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 bidder's 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 bidder's "good faith efforts" to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 32-9e 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 non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CHRO-4

Bid Number
04ITZ0012

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

Officials, Managers and Supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.

Office and Clerical Workers - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Skilled Workers - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and leadpersons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

Semi-Skilled Workers - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Unskilled Workers - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.

Trainees - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

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

White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander All persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & Samoa.

American Indian or Alaskan Native All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

STATE OF CONNECTICUT

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

CHRO-4

Bid Number
04ITZ0012

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number (FEIN) -or- Social Security Number (SSN)
Major Business Activity *(brief description)*	Bidder Identification *(response optional/definitions on page 1)* -Is bidder a small contractor? ☐ Yes ☐ No
Bidder Parent Company (if any)	-Is bidder a minority business enterprise? ☐ Yes ☐ No If Yes, check ownership category ☐ Black ☐ Hispanic ☐ Asian American ☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability ☐ Female
Other Locations in CT (if any)	-Is bidder certified as above by the State of CT (DAS)? ☐Yes ☐ No

PART II - Bidder Non-Discrimination Policies & Procedures

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? ☐ Yes ☐ No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? ☐ Yes ☐ No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? ☐ Yes ☐ No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? ☐ Yes ☐ No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? ☐ Yes ☐ No	9. Does your company have a mandatory retirement age for all employees? ☐ Yes ☐ No
4. Do your company advertisements contain a written statement that you are an 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? ☐ 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 equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? ☐ Yes ☐ No ☐ NA
6. Does your company have a collective bargaining agreement with workers? ☐ Yes ☐ No 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers ☐ Yes ☐ No 6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? ☐ Yes ☐ No	12. Does your company have a written affirmative action plan? ☐ Yes ☐ No 13. Is there a person in your company who is responsible for Equal Employment Opportunity? ☐ Yes ☐ No If yes, provide name and phone number.

PART III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? ☐ Yes ☐ No
   1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary.

   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? ☐ Yes ☐ No

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CHRO-4

Bid Number
04ITZ0012

PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS	WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Total One Year Ago											

FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)

Apprentices											
Trainees											

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area? ☐ Yes ☐ No

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources do you use? *(Check yes or no, and report percentage of applicants provided by source)*

SOURCE	YES	NO	% of applicants
State Employment Service			
Private Employment Agencies			
Schools and Colleges			
Newspaper Advertisement			
Walk Ins			
Present Employees			
Minority/Community Organizations			
Labor Organizations			
Others *(please identify)*			

2. Check (✓) any of the requirements listed below that you use as a hiring qualification.

(✓)	Requirements used
	Work Experience
	Ability to Speak or Write English
	Written Tests
	High School Diploma
	College Degree
	Union Membership
	Personal Recommendation
	Height or Weight
	Car Ownership
	Arrest Record
	Wage Garnishment

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.

Certification: 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 misstatement 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. *Carefully check your statements on it before signing.*

Signature	Title	Date Signed	Telephone

Purchasing Contact:
Marcie Wilson, PSO II
Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT

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

Bid Number
04ITZ0012

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.

TRAVEL REIMBURSEMENT

Travel will be reimbursed only if the travel is approved in advance by the contracting agency.

Reimbursement for per diem Contractor travel will be handled as follows:

- Mileage will be reimbursed at the rate paid to State Managers. In-state travel will be reimbursed using the standard Department of Transportation mileage charts. Interstate travel will be reimbursed based upon mileage calculations readily available on a common Internet site (i.e., Yahoo, Lycos and similar sites). Tolls, taxi, shuttle service, parking and other travel charges will require receipts for reimbursement.

- Meals will be reimbursed at the rate paid to State Managers, using Connecticut rules. Tax and gratuity will be added to the meal reimbursement.

- Travel by air or rail will be reimbursed at the most economical available rate. Receipts must be provided to support charges.

- Lodging will be reimbursed at the most economical available rate. Receipts must be provided to support charges.

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 Statute 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
04ITZ0012

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 such rejected delivery. Rejected items left longer than forty-eight (48) hours will be

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

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 53 and 54 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.

STATE OF CONNECTICUT

DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
04ITZ0012

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** (unless more copies are requested).
- ❑ 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, 4th 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.