

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 COLUMBUS BOULEVARD, SUITE 1202
HARTFORD, CT 06103

Standard Bid Terms and Conditions - Page 1 of 3

The following Terms and Conditions govern the Invitation To Bid issued by the Department of Administrative Services (DAS). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 or Title 4d, Chapter 61 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1 or 4d-3-1.

Bidders shall comply with the statutes and regulations as they exist on the date of their bid and as they may be modified from time to time during the term of the contract, as it may be amended.

Pursuant to Connecticut General Statutes 4a-60b,, The Department of Administrative Services, at its sole discretion, may elect to solicit Bid pricing through a Reverse Auction.

Submission of Bids

1. All Bid documents must be submitted on-line through the DAS Business Network ("BizNet") and will be accepted as your official submission by DAS. If DAS receives additional submissions of your Bid hand delivered or delivered to the mailing address listed on this bid, DAS will reject those submittals.
2. Bids must be submitted on-line using the forms specified by DAS and must be submitted no later than the date and time specified in the Invitation To Bid. Paper Bids, telephone or facsimile bids will not be accepted in response to an Invitation to Bid.
3. Bids received after the time and date of bid opening specified in each Invitation To Bid will not be accepted for consideration.
4. A Bidder will not be allowed to post or resubmit a bid after the due date and time specified in the Invitation to Bid. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by DAS after the time specified for opening of bids will not be considered. With the exception of pricing submission through Reverse Auction participation. Bids may be computer prepared, typewritten or handwritten in ink and then uploaded in BizNet. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected.
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. Alternate bids will not be considered unless the Invitation to Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and is not dependent upon the bidder's primary response to the Invitation To Bid.
7. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal form, not fractions, to be net, and shall

include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation To Bid, and subject only to cash discount.

8. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

9. All bids will be opened publicly on the date specified in the Invitation To Bid and, upon award, are subject to public inspection.

10. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-19, the accompanying Invitation to Bid, Form SP-26, and the Contract. Further, if the bidder is awarded a contract for the goods and/or services called for in the Invitation To Bid, the bidder's signature on Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the Invitation To Bid, this Form SP-19 and the Contract as if the bidder had actually executed Form SP-19 and the Contract itself.

Guaranty or Surety

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

Samples

12. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidders must indicate if their return is desired, which DAS shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award

14. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

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15. DAS may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

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

17. Bidders have ten days after notice of award of the contract to refuse acceptance. After ten days the Contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, DAS will award the contract to the next lowest responsible qualified bidder.

Other Requirements

18. Section 4a-81 (the "Act") of the Connecticut General Statutes requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

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

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be updated no later than 30 days after the effective date of any such change contained in the most recently filed affidavit or

upon submittal of any new bid or proposal, whichever is earlier. (c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

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

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

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

(c) Any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large State contract shall certify on such forms as the State shall provide:

(1) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participates substantially in preparing bids, proposals or negotiated State contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person.

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

(e) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract a notice of the certification requirement of this section.

20. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and

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thereafter the Contractor receives a written purchase order from an appropriate State entity.

21. With regard to a State contract as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C.

22. Public Act 11-55 and Public Act 11-229 have amended the nondiscrimination provisions of the Connecticut General Statutes to add gender identity or expression to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of an affidavit or resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this affidavit or resolution is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.