

BID ADDENDUM
SP-18 NEW. 11/97

Janet DelGreco
Contract Specialist

(860) 713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414
HARTFORD, CT 06115-0414

BID NO.: 05PSX0179
Bid Due Date: 5 July 2005

BID ADDENDUM #1

DESCRIPTION: HealthCare Televisions

FOR:
The Department of Veterans Affairs
287 West Street
Rocky Hill CT 06067

BIDDERS NOTE:

- ❖ **Form SP-19 (Standard Bid and Contract Terms and Conditions that was not included in Bid #05PSX0179 follows this Addendum #1.**

- ❖ **Installation of televisions and set up remote will no longer be a requirement from bidder. See updated HealthCare Specifications and Amendment #1 Proposal Schedule (SP-16) following this Addendum #1.**

This Addendum must be *Signed & Returned* with your Bid.

Authorized Signature of Bidder

Company Name

APPROVED _____

JANET DELGRECO
Contract Specialist
(Original Signature on Document in Procurement Files)

Date Issued: 22 June 2005

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 1/05
(Prev. Rev. 11/02)
Janet DelGreco
Contract Specialist

(860) 713-5079
Telephone Number

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BID NO.:
05PSX0179

Standard Bid and Contract Terms and Conditions - Page 1 of 4

All Invitations For Bids issued by the Department of Administrative Services, Procurement Services will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

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

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

Submission of Bids

1. Bids must be submitted on forms supplied by Procurement Services. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

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 given in each bid proposal shall not be considered. 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. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. 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. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

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

5. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

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

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

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

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

10. All bids will be opened and read publicly and upon award are subject to public inspection.

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

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

Award

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

15. Procurement Services may reject any 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. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.

Contract

17. 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.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to

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execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

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

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

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

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

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

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

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

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

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

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

Tangible Personal Property

29. (a) For any contract for provision of tangible personal property to the state entered into on or after the effective date of this section, each department head, as defined in section 4-5 of the general statutes, shall enter into an agreement with the contractor pursuant to which such contractor shall agree, on its own behalf and on behalf of each affiliate, as defined in subsection (d) of this section, of such contractor, for the term of the state contract, to collect and remit to the state on behalf of its customers any use tax due to the state under the provisions of chapter 219 of the general statutes for items of tangible personal property sold by the contractor or by any of its affiliates in the same manner as if the contractor and its affiliates were engaged in the business of selling tangible personal property for use in this state and had sufficient nexus with this state to be required to collect use tax due to the state. (b) The following provisions shall apply to and be made part of any agreement entered into pursuant to subsection (a) of this section: (1) The contractor and its affiliates are not liable for use tax not paid to them by a customer; (2) A customer's payment of a use tax to the contractor or its affiliates relieves the customer of liability for the use tax; (3) The contractor and its affiliates shall remit all use taxes they collect from customers on or before the due date specified in the agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected; and (4) Any contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes. (c) Any agreement entered into under subsection (a) of this section may provide that the contractor and its affiliates shall collect the use tax only on items that are subject to the six per cent rate of tax. (d) For purposes of this section, "affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. For purposes of this subsection, "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest. (PA 03-01 Sec.105)

Saving Clause

30. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the

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Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

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

Rights

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

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

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

34. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

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Records, Files, and Information

35. The contract resulting from the ITB is subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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

Health Insurance Portability and Accountability Act
(HIPAA)

37. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that

it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

HEALTHCARE TELEVISION
UPDATED 6/22/05
05PSX0179

Due to infrastructure requirements, the Department of Veterans Affairs is only accepting Healthcare Televisions.

The awarded contractor will be responsible for the delivery of the televisions and set up remote.

The Department of Veteran Affairs will be responsible for providing installation, all necessary existing wall brackets, ac power outlets and “home-run” coaxial cabling. (West Penn #806 or equivalent) from central power supply locations to each television mount location and for installing new central power supplies.

See product description following this sheet

STATE OF CONNECTICUT

PROCUREMENT SERVICES

BID NO 05PSX0179

Janet DeIGreco
Contract Specialist

PROPOSAL SCHEDULE for Bid 05PSX0179 ADDENDUM #1 <u>IMPORTANT!</u> <u>RETURN ORIGINAL AND ONE COPY</u>
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DELIVERY:	
TERMS:	CASH DISCOUNT: %
	Days

(860) 713-5079
Telephone Number

Payment terms are net 45 days. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB state agency. Page 1 OF 1

BIDDER NAME:
SSN OR FEIN #:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	HealthCare Televisions as specified. No substitutions.				
1	PDI-Persona # PDI-PIOTV-A 10.4" LCD HealthCare Television	160	Each	\$ _____	\$ _____
2	PDI-108-412 Set-up Remote	1	Ea	\$ _____	\$ _____
3	PDI-500 Flexarms with ½" pins	160	Ea	\$ _____	\$ _____
5	Five (5) year maintenance contract for each television	Total cost for five (5) year period per television			\$ _____
6	Five (5) year maintenance contract for set-up remote	Total cost for five (5) year period for set up remote			\$ _____

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HARTFORD, CT 06115-0414



**NOTICE TO VENDORS: Logon to
<http://www.das.state.ct.us/busopp.asp>
select the Bidder Notification System &
complete the form to automatically receive a synopsis
of new Bids & RFP's via e-mail.
Addresses for undeliverable e-mails will be deleted.**

www.das.state.ct.us/busopp.asp

DAS CT State Web Site

janet.delgreco@po.state.ct.us
Contract Specialist E-mail Address

(860) 622-2961
Fax Number

Invitation for Bids
SPECIFICATIONS & BID DOCUMENTS ATTACHED

Bid Number: **05PSX0179** Bid Opening Date & Time: **5 July 2005 at 2:00 PM Eastern Time**

Bid Description: **HealthCare Televisions**

Special Instructions: No substitutions. See bid for detailed specifications.

This contract replaces the following contract award(s) in part or in total: **NONE**

SEALED BID NO.: 05PSX0179

NOT TO BE OPENED UNTIL: 5 July 2005
2:00 PM Eastern Time

Return Bid To:

PROCUREMENT SERVICES
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
165 CAPITOL AVE 5th FLOOR SOUTH
PO BOX 150414
HARTFORD CT 06115-0414

**NOTE: *Always* use mailing label
at left *on all packages* when
returning the ORIGINAL &
ONE COPY of your bid response.**

**Bids cannot be accepted after specified
Bid Opening Time.**

Vendors will not be admitted to state
buildings without a valid photo ID.

**Hand-delivered bids must be brought to:
DAS Customer Service
Room 110
165 Capitol Avenue,
Hartford, CT**

STATE OF CONNECTICUT

BIDDER'S CHECKLIST

Bid Number: 05PSX0179
--

READ CAREFULLY

IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

- ___ 1. The **Bid Proposal** (SP-26) **must be signed** by a duly authorized representative of the company. *Unsigned bids automatically rejected.*

- ___ 2. The **Proposal Schedule** (SP-16) **must be included** with your bid and contain the following:
 - ___ a. VENDORS NAME **MUST BE** IN THE UPPER RIGHT CORNER OF ALL PROPOSAL SCHEDULE PAGES.
 - ___ b. The bid prices you have offered have been reviewed and verified.
 - ___ c. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
 - ___ d. Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
 - ___ e. The **payment terms are Net 45 Days** (You may offer cash discounts for prompt payment). Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. *Exception:* State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 4a-60j.
 - ___ f. The **delivery information** block has been completed. Be specific: In most cases, "as ordered" or "as required" is not complete information.

- ___ 3. **Vendor Affidavit** must be signed, notarized, and returned with bid. Failure to do so may result in bid rejection.

- ___ 4. Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.

- ___ 5. If required the amount of **bid surety** has been checked and the surety has been included.

- ___ 6. Form DAS-45 or SP-34 (as applicable) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.

- ___ 7. Any addenda (SP-18) to the bid have been signed and included.

- ___ 8. MAKE SURE TO INCLUDE THE **ORIGINAL PROPOSAL SCHEDULE PAGES** (SP-16) ALONG WITH **ONE COPY** (unless more copies are requested within the bid specifications).

- ___ 9. The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.

- ___ 10. The pre-addressed mailing label has been used on your bid envelope *or* the bid envelope has been:
 - ___ a. marked with the **Bid Number** and **Bid Opening Date &**
 - ___ b. addressed to:

State of Connecticut
Department of Administrative Services
Procurement Services
165 Capitol Avenue, 5th floor
PO Box 150414
Hartford, CT 06115-0414

- ___ 11. The bid is mailed or hand-delivered in-time to be received no later than the designated opening date and time. **Late bids are not accepted under any circumstances.** Please allow enough time if mailing in your bid. Hand-delivered bids must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Ave, Hartford, CT.

- ___ 12. **Do not return** pages that you are not quoting on. **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

BID PROPOSAL
 SP-26 Rev. 04/03
 (Prev. Rev. 11/02)
 Janet DeIGreco
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 (860) 713-5079
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STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
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 165 Capitol Avenue, 5th Floor South
 PO BOX 150414
 HARTFORD, CT 06115-0414

THIS FORM AND
 REQUIRED PROPOSAL
 SCHEDULE FORMS
 MUST BE RETURNED

Read & Complete
Carefully

BID NO: 05PSX0179	BID DUE DATE: 5 July 2005	BID DUE TIME: 2:00 PM Eastern Time	BID SURETY: \$0.00	DATE ISSUED: 21 June 2005
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DESCRIPTION: **HealthCare Televisions**

FOR: The Department of Veterans Affairs 287 West Street Rocky Hill CT 06067	TERM OF CONTRACT / DELIVERY DATE REQ'D: Date of Award through September 30, 2005
Agency Requisition Number(s): 00004497	

INVITATION FOR BIDS: Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed proposals will be received by Procurement Services for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed to state agencies.

NOTE: Bidder means Individual/Sole Proprietor, Partnership or Corporation name.

IMPORTANT: ALL pages of this form, Sections 1 through 4 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form constitutes grounds for rejection of your bid.

Section 1 of 4 - **BIDDER INFORMATION**

COMPLETE BIDDER LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY <small>(REAL ESTATE & EQUIPMENT)</small>			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER			DATE EXECUTED
←SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.			

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Contract Specialist
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DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
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HARTFORD, CT 06115-0414

BID NO. 05PSX0179

Read & Complete
Carefully

Section 1 of 4 - BIDDER INFORMATION (CONTINUED)
--

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address & Contact information on back of this form.				
BIDDER E-MAIL ADDRESS			BIDDER WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS BIDDER ADDRESS ABOVE.				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE

CONTACT INFORMATION: NAME (TYPE OR PRINT)		
1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1 ST PAGER:
CELLULAR:		2 ND PAGER:
1 ST FAX NUMBER:		TOLL FREE PHONE:
2 ND FAX NUMBER:		TELEX:
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER		DATE EXECUTED
 SIGN HERE		
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH CERTIFICATE COPY TO BID) <input type="checkbox"/> NO		
IF YOU ARE A STATE EMPLOYEE , INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.		

FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	<input type="checkbox"/> EDI
If EDI was selected, give us a person to contact in your company to set up EDI:			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION BELOW IF REQUIRED

Janet DeIGreco
Contract Specialist
(860) 713-5079
Telephone Number

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

BID NO.
05PSX0179

Read & Complete
Carefully

Section 2 of 4 – **IMPORTANT INFORMATION FOR BIDDERS**

AFFIRMATION OF BIDDER: The abovesigned bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of Form SP-19 of current issue and in effect on the date of bid issue. Form SP-19, entitled Standard Bid and Contract Terms and Conditions are made a part of the contract.
2. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of all Special Bid Terms and Conditions attached hereto.
3. That should any part of this proposal be accepted in writing by Procurement Manager within thirty (30) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL BID AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of thirty (30) days or an earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.
4. 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 PROPOSAL SCHEDULE at the prices bid therein.
5. **Should Procurement Services determine that bidder has not completed Section 3 - Bidder Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this bid.**

Section 3 of 4 - **BIDDER DEBARMENT AND/OR SUSPENSION**

The abovesigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

YES NO

The abovesigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

YES NO

If the abovesigned bidder and/or any company official or any subcontractor to the bidder and/or any company official *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____

Section 4 of 4 – **OTHER NOTICES**

Notice regarding Package Handling at 165 Capitol Avenue

As part of new security processes, all mail, packages and parcels, **including bids**, delivered to the State Office Building at 165 Capitol Avenue will be opened and examined by trained mail handling staff. Bids will then be resealed, forwarded to Procurement Services, and opened as scheduled. This procedure also applies to hand- carried packages.

Bidders, note that additional time will be required to carry out these procedures. Allow extra time for processing of mail or personally delivered bids to Procurement Services. Remember, Bids cannot be accepted after Bid Opening Time specified on the bid.

NOTE: ALWAYS USE MAILING LABEL INCLUDED WITH EACH BID ON ALL PACKAGES WHEN RETURNING THE ORIGINAL & ONE COPY OF YOUR BID RESPONSE.

SIGNATURE OF AUTHORIZED PERSON IN SECTION 1 CONSTITUTES AGREEMENT WITH ALL PROCEDURES INDICATED ABOVE.

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number: 05PSX0179

Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE BIDDER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: _____
&
ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____ YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST**. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: _____

LIST PREVIOUS COMPANY NAME (S) _____

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **INVITATION FOR BIDS** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number:
05PSX0179

Page 2 of 2

COMPANY NAME: _____

SIZE OF COMPANY OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME _____ PART TIME _____

COMPANY VALUE: EQUIPMENT ASSETS _____ TOTAL ASSETS _____

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE? YES NO

REGISTRATION DATE, IF AVAILABLE: _____

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE? YES NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

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

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS BID.

(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS AGAINST YOUR COMPANY AND ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS, DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

SIGNATURE

DATE

TITLE

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT
EMPLOYMENT INFORMATION FORM

Bid Number:
05PSX0179

Company Name Street Address City State	Contact Person	Phone Number	Date
---	----------------	--------------	------

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F 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)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State of Connecticut Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:

Describe your recruitment, hiring, training and promotion anti-discrimination practices.

STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

Bid Number: 05PSX0179

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious 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 **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____) **ss:** *A.D., 20* _____)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

(Notary Public) (Seal)

VENDOR AFFIDAVIT TO
ACCOMPANY BID

SP-8 Rev. 6/04

Janet DelGreco
Contract Specialist

(860) 713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

BID NO.:

05PSX0179

Vendor Affidavit to Accompany Bid for DAS State Contracts,

as defined in Public Act 04-245 Section 2

Page 1 of 1

I, _____ (name, title and company name), hereby swear that, during the two-year period preceding the submission of this bid that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid nor agent of the above gave a gift, as defined in Conn. Gen. Stat. Section 1-79(e), including a life event gift as defined in Conn. Gen. Stat. Section 1-79(e)(12), except the gifts listed below:

Name of recipient of gift	Value of Gift	Date of Gift	Gift Description
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids who participated directly, extensively, and substantially in the preparation of the bid solicitation; or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid.

Further, neither I nor any principals or key personnel of submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid know of any action to circumvent this vendor affidavit disclosure.

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

Print name

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200____,

Commissioner of the Superior Court/
Notary Public

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

BID NO.:
05PSX0179

Janet DelGreco
Contract Specialist
860 713-5079
Telephone No.

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

AFFIDAVIT REGARDING CONSULTING AGREEMENTS

All state contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut who anticipate entering into, or renewing, an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars in a calendar or fiscal year (hereinafter "agreement") shall disclose any and all consulting agreements, whether written or oral, to the head of the contracting agency (hereinafter "such agency").

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of an individual or business entity for the purposes of:

- (1) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut, or
- (2) 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, requests for information or
- (3) any other similar activity related to the procurement agreement.

"Consulting agreement" does not include those agreements or services registered under the provisions of Chapter 10 of the Connecticut General Statutes (Code of Ethics for Lobbyists).

Such disclosure affidavit shall be required if any duties of the consultant include communication concerning business of such agency, whether or not direct contact with a state agency, state official and state employee is expected or made. The disclosure affidavit shall include the name of the consultant, the consultant's firm, whether the consultant is a former state employee or public official (if so, indicate the consultant's former agency and termination date), the basic terms of the consulting agreement, and a brief description of the services to be provided. The disclosure affidavit shall be amended whenever such entities enter into any new consulting agreements during the term of the procurement agreement.

I, _____ (name, title, and company name) disclose the following consulting agreements (if not applicable, indicate "none"):

- 1.
- 2.
- 3.

I understand that this information shall be updated, as necessary, during the pendency of this, or any other contract that I may have with the State of Connecticut.

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

Name: _____ Signature: _____ Date: _____

Subscribed and Sworn before me this day of _____, 20__.

Notary Public/Commissioner of the Superior Court

INSTRUCTIONS TO STATE AGENCIES

1. The enclosed affidavit form shall be included with all requests for procurement solicited by the state on or after April 1, 2005, which anticipate entering into an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars.
2. Entities and individuals seeking to conduct business with the state of Connecticut shall submit the completed affidavit in response to such a request for procurement.
3. Agency heads shall review the affidavit and may refer the affidavit to the appropriate regulatory authority to determine compliance with state law.

SPECIAL BID AND CONTRACT TERMS AND CONDITIONS
05PSX0179

SCOPE:

This bid is for the purchase of Health Care Televisions as specified. Note:
No substitutions allowed.

BIDDERS QUALIFICATIONS:

Bidder must be an authorized dealer for Health Care Television and submit proof with their bid.

TERM OF THE CONTRACT:

The term of the contract shall be from Date of Award through September 31, 2005.

DELIVERY:

If there are any delivery charges they will be reflected in the cost of the television price. No additional delivery charges will be incurred. If agency requests inside delivery, no additional costs will be incurred for this delivery.

CONTRACT AWARD:

This will be awarded to the lowest, most qualified bidder that meets the terms and conditions detailed in this bid.

CHANGE OF ADDRESS:

In the event the vendor moves or updates contact information, it is the responsibility of the vendor to advise Procurement Services of such changes in writing. The State will not be held responsible for payments or purchase orders delayed due to lack of routing caused by the lack of notification on the vendor's part. Change of address, telephone and contact updates must be forwarded to: Department of Administrative Services, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106 Attn: Janet DelGreco, Contract Specialist; email: janet.delgreco@po.state.ct.us; fax: 860 622-2961.

SECURITY:

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

SUBLETING/ ASSIGNING OF CONTRACT:

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

SPECIAL BID AND CONTRACT TERMS AND CONDITIONS
05PSX0179

GIFT AFFIDAVITS:

Contractor(s) awarded to this solicitation will be required to annually submit an updated Gift/Campaign Affidavit in the event the term of the contract award exceeds a one-year term.

HOLD HARMLESS PROVISION FOR THE STATE OF CONNECTICUT:

The Vendor shall at all times indemnify and save harmless the State of Connecticut, and their respective officers, agents and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by the officers, agents and employees of said State or Department, or of the Contractor, his Subcontractor or material men from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect of the Vendor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, and Subcontractor, material men or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the State.

INSURANCE:

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

Commercial General Liability

\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

Automobile Liability

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

SPECIAL BID AND CONTRACT TERMS AND CONDITIONS
05PSX0179

Workers Compensation and Employers' Liability

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

Minimum Scope of Insurance

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with the Department of Administrative Services on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The State of Connecticut shall be named as an Additional Insured. The contractor's insurer shall have no right of recovery of subrogation against the State and the contractor's insurance shall be primary coverage.

VENDOR SUBMITTAL OF ENVIRONMENTAL PREFERABLE PRODUCTS (EPP):

Vendors are encouraged to submit pricing on products that are considered environmentally preferable. The Department of Administrative Services (DAS) has established procedures that promote the procurement and use of environmentally preferable products and services by state agencies. The term "environmentally preferable" means, with regard to products, services or practices, that such products, services or practices have a lesser or reduced negative effect on human health and the environment when compared to competing products, services or practices that serve the same function.

- ❖ Environmentally preferable attributes include:
- ❖ Fuel efficient;
- ❖ Energy efficient;
- ❖ Made of recycled content;
- ❖ Made of post-consumer content;
- ❖ Made of biodegradable materials;
- ❖ Remanufactured and rebuilt;
- ❖ Recyclable; and/or
- ❖ Less- or non-toxic.

DAS reserves the right to deny designation of any product as Environmentally Preferable based on factors including but not limited to the availability of recycling programs, and documentation of attributes.

Vendors seeking consideration for EPP products and services must provide a written description of the product that shall include at a minimum, the amount of

SPECIAL BID AND CONTRACT TERMS AND CONDITIONS
05PSX0179

the product that is recycled material, whether that material is post consumer, or a description of the environmental preferable qualities. All catalog products with EPP attributes must be designated by the use of a recycled logo or some other such form of identification, and include information on the environmental attribute(s) whenever available.

The awarded vendor must supply DAS with information on purchases of environmentally preferable products and services made by state agencies and political subdivisions, and work with DAS to establish an agreeable format for tracking of purchases.

ENVIRONMENTALLY PREFERABLE PROPOSAL SUBMITTAL ENCOURAGED:

The State of Connecticut is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products and services. To promote these values, all Vendors are encouraged to submit bid proposals following these guidelines:

- ❖ All copies should be printed double sided.
- ❖ All proposals/bids and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper. All proposals/bids should note the level or type of paper used to satisfy this request.
- ❖ Unless necessary, all proposals/bids should minimize or eliminate the use of non-recyclable or non re-usable materials. Three-ring binders are acceptable if the size of the proposal/bid warrants such use. **Vendors are encouraged to use paper dividers or similar method to effectively organize the proposal/ bid for review.**
- ❖ Proposals/bids should be submitted in a format that allows for the easy removal and recycling of recyclable materials.
- ❖ In addition to the use of recycled content paper, Vendors are encouraged to use other products that contain recycled content in their proposals.

PAYMENTS AGAINST A CONTRACT AWARD.

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

SPECIAL BID AND CONTRACT TERMS AND CONDITIONS
05PSX0179

INVOICING:

The contractor shall invoice the applicable state agency when goods and services are provided through this contract. The invoice must contain the State's Purchase order number. Invoices received without reference to a valid State Purchase Order number will result in delay of payment.

SEALED BID PROPOSALS:

Bid Proposals must be submitted in a SEALED envelope or carton, clearly marked Bid # 05PSX0179, the date and the name of the vendor. Any material that is not so received may be opened as general mail, and result in invalidating the vendor's submission. Facsimile or unsealed bid proposals will not be accepted under any circumstances.

Authorized Signatures:

An authorized official must sign the bid proposal. The bid proposal must also provide the name, title, address and telephone number of individuals with authority to bind the company.

SUBMISSION OF BID PROPOSAL

Vendors should submit one (1) original and two (2) copies of the bid proposal. Any bid proposal that is incomplete or does not follow the prescribed format may not be considered. Send bid proposals to:

Proposals may be mailed or hand delivered to the addresses listed below and must arrive by 2:00 p.m. EST on July 5, 2005. Bid Proposals received after that time, due to whatever reason, will not be accepted and will be returned to the contractor. If the late bid proposal is delivered in person, the proposal will not be accepted. If the late bid proposal is received in the mail, the vendor will be required to pick up their proposal, at no expense to the state. Postmark dates will not be considered as the basis for meeting any submission deadline. Bid Proposals will be publicly read on the due date.

Mailing Address:

BID # 05PSX0179
State of Connecticut
Department of Administrative Services/Procurement Services
165 Capitol Avenue, 5th Floor - South Wing
Hartford, CT 06106

SPECIAL BID AND CONTRACT TERMS AND CONDITIONS
05PSX0179

Hand Delivered Address:

Bid # 05PSX0179
State of Connecticut
Department of Administrative Services/Procurement Services
Attn: DAS Customer Service Rep
165 Capitol Avenue, Room 110
Hartford, CT 06106

Note: Proper photo identification will be asked before you are allowed in the State Office Building.

CONTRACT AWARD:

The contractor's signature on the SP-26, Bid Proposal is the contractor's agreement to all the terms and conditions listed in the bid proposal. If your company is selected as the awarded contractor, the signature on the SP-26 constitutes as the agreement between your company and the State. Once the contract is awarded, the state will be issuing a contract award that constitutes as the state's signed agreement to this contract. No additional signatures will be required. Once the contract has been awarded, the agency will issue its purchase order to the contractor. The contractor shall not perform services without receiving a purchase order. Questions regarding the purchase order should be directed to the ordering agency.

Once the contract is awarded, a copy of the contract award can be viewed on the DAS/Procurement website – www.das.state.ct.us/busopp.asp

Instructions on locating the contract award on the DAS website:

- Scroll down to the heading **CONTRACTS**
- The box that states "**By Keyword**"; click the arrow to the right of the box for the drop down menu.
- Click on "**By Contract Number**"
- Click in the empty box to the right and type in the contract award number **05PSX0179** and click "**Go**".
- Click on the "**Contract Number**"
- Now click on "**PDF: Review the Contract Documents**" to download and/or print the contract.

If the contract does not show up, it probably means that the contract has either not been awarded or hasn't yet been posted to the website; please keep trying until it does.

SPECIAL BID AND CONTRACT TERMS AND CONDITIONS
05PSX0179

NON-PERFORMANCE CLAUSE:

Should it be found that the quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the contractor shall be informed, by the using agency, of said deficiency and shall be given an opportunity to correct the offending condition. The time allowed to correct the condition shall be specified and will be reasonable depending on the nature of the non-performance.

If the complaint was resolved by the agency, the agency should fill out a Vendor Performance Report "For Information Only" purposes and forward to DAS/Procurement Services. The vendor performance report will be filed at DAS/Procurement Services and may be used in the future when evaluating the contractor's past performance with the state.

If the complaint cannot be resolved between the using agency and the contractor, the user agency will fill out a Vendor Performance Report and forward to DAS/Procurement. A copy of the Vendor Performance Report shall be forwarded to the contractor and the contractor shall respond back to DAS/Procurement Services by a designated date on how they will correct the problem. The contractor will be afforded ten (10) business days from the date of receipt of a negative report to correct the problem. DAS/Procurement Services may terminate services where the contractor performance remains unsatisfactory after receiving two (2) negative written reports and if need be, employ another contractor to fulfill the requirements of the contract. Also, at any time, the state may decide to meet with the contractor to try and come up to an agreement with or without terminating the contractor. Depending on the nature and severity of the complaint, the contractor may be terminated after the first vendor performance report. The contractor being terminated may be liable to the State of Connecticut for all costs incurred as a result of termination, including additional costs to employ a new contractor for the length of the contract.

Instructions to the agency on where to find the Vendor Performance Report:

Go to the DAS/Procurement Services website – www.das.state.ct.us/busopp.asp

Scroll down to "Customer Feedback"

Click "Vendor Performance"

Complete the form. Please make sure to click the appropriate box for Action Requested.

When completed, submit the form.

SPECIAL BID AND CONTRACT TERMS AND CONDITIONS
05PSX0179

In the event that the contract award has been terminated, the awarded contractor will complete all work currently underway, and the agency will make payments for all services received and completed.

QUESTIONS:

Questions concerning the detailed specifications shall be submitted five (5) days prior to bid opening in writing, faxed or emailed to: The Department of Administrative Services, Procurement Services, Attn: Janet DelGreco, 5th Floor South, 165 Capitol Avenue, Hartford, Connecticut 06106, Fax: 860 622-2961, Email: janet.delgreco@po.state.ct.us. Verbal responses will be considered non-binding.

HEALTHCARE TELEVISION
05PSX0179

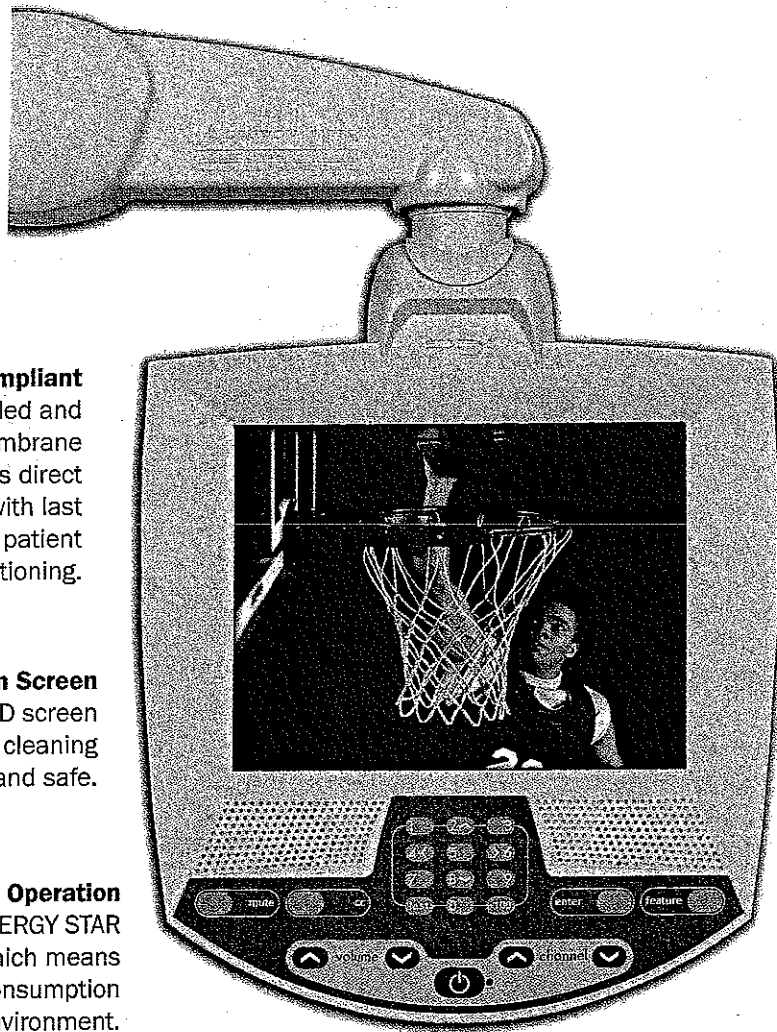
Due to infrastructure requirements, the Department of Veterans Affairs is only accepting Healthcare Televisions.

The awarded contractor will be responsible for the delivery and installation of the televisions and set up remote.

The Department of Veteran Affairs will be responsible for providing all necessary existing wall brackets, ac power outlets and “home-run” coaxial cabling. (West Penn #806 or equivalent) from central power supply locations to each television mount location and for installing new central power supplies.

See product description following this sheet

PDI[®] Persona¹⁰ LCD Healthcare Television



ADA Compliant

Hermetically sealed and medical-grade membrane keypad features direct channel access with last channel recall and patient activated closed-captioning.

Anti-Glare Lexan Screen

Protects the LCD screen while making cleaning easier and safe.

Economical Operation

This unit is ENERGY STAR qualified, which means lower power consumption for a healthier environment.

Hospital UL and cUL Approved

Meets healthcare industry standards with AC or DC power via a single coax cable.

Assures Appropriate Viewing Privileges

Three individually programmable channel tiers with built in rental function and LED indicators.

PDI[®] Persona¹⁰ LCD Healthcare Television

The digital revolution is here...

With the high-definition revolution, standard CRT TVs will soon be viewed as old technology. Why invest in that perception? By replacing your CRT TVs with the Persona¹⁰, you immediately gain aesthetic benefits that can help differentiate your facility from others. Modern and sleek, the thin panel display communicates a commitment to technology and design while creating a positive impression for your total facility.

Since the Persona¹⁰ is so thin and light (7 pounds for the entire display) it can be moved and positioned by the patient with greater ease and stability. Plus, the reduced weight places less stress on the arm and mounting bracket for increased safety and reduced maintenance.

Persona¹⁰ allows optimum viewing by patients and guests regardless of the position of the display. Plus the LCD picture is brighter, crisper and longer lasting than standard CRTs.

The digital revolution is here, and TeleHealth is the company that will help you move into the future. For 25 years, our focus has been on entertainment solutions specifically designed for the healthcare market. These solutions are sold and supported by our knowledgeable, trained experts. Persona¹⁰ is the latest product of this 25-year commitment and sets the standard for small-screen, advanced patient entertainment solutions.

Product Information

Panel

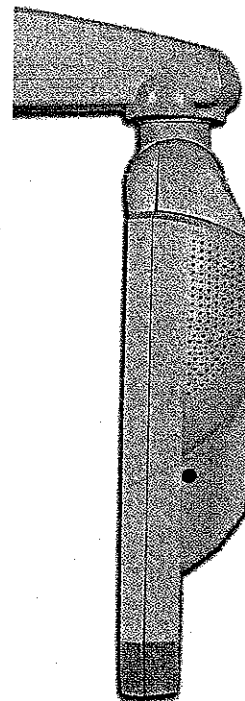
- Enhanced viewing angles:
Horizontal = 110°; Vertical = 110°
- 20ms response time for super crisp video
- Crisp, bright picture 350 cd/m²
- 180:1 contrast ratio
- 640 X 480 resolution
- 16.7 million colors
- 4H digital comb filter for color fidelity

Components/Features

- Teletext/Closed-Caption
- Multi-Lingual Menu and On-Screen Display (English, Spanish or French)
- Programmable Start Channel
Allows television to be programmed to specific start-up channel every time set is turned on
- Speaker Enable/Disable
Internal speaker can be switched off, allowing sound to transmit through earphone jack only
- Individual Programmable Tiers
Each tier can be programmed individually making basic and premium rental options very accessible
- Patient Activated Rental
Front-mounted button allows patients to quickly access premium rental channels. This option is easily disabled through menu if feature is not desired
- Rental Display LEDs
Easily viewed LEDs allow quick and easy confirmation of rental levels
- Energy Star Qualified

Cabinet

- UL listed for hospital use in both the U.S. and Canada (UL6500)
- Stylish design with ADA compliant front-mounted controls
- Cabinet back and sides are contoured for aesthetic look and feel
- Cabinet has integrated handle to allow patients easy positioning of television for optimum viewing
- Anti-glare lexan screen cover guards against patient tampering with LCD screen
- Slim profile...only 3.25" thick



STATE OF CONNECTICUT

PROCUREMENT SERVICES

BID NO
05PSX0179

Janet DeIGreco
Contract Specialist

(860) 713-5079
Telephone Number

<p>PROPOSAL SCHEDULE for Bid 05PSX0179</p> <p><u>IMPORTANT!</u> <u>RETURN ORIGINAL AND ONE COPY</u></p>	<p>DELIVERY:</p>						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">TERMS:</td> <td>CASH DISCOUNT:</td> </tr> <tr> <td></td> <td style="text-align: center;">%</td> </tr> <tr> <td></td> <td style="text-align: center;">Days</td> </tr> </table>	TERMS:	CASH DISCOUNT:		%		Days
TERMS:	CASH DISCOUNT:						
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<p>Payment terms are net 45 days. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB state agency.</p> <p style="font-size: 1.2em;">Page 1 OF 1</p>	<p>BIDDER NAME:</p> <hr/> <p>SSN OR FEIN #:</p>						

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	HealthCare Televisions as specified. No substitutions.				
1	PDI-Persona # PDI-PIOTV-A 10.4" LCD HealthCare Television	160	Each	\$ _____	\$ _____
2	PDI-108-412 Set-up Remote	1	Ea	\$ _____	\$ _____
3	PDI-500 Flexarms with 1/2" pins	160	Ea	\$ _____	\$ _____
4	Installation of televisions and flexarms	Total cost of installation			\$ _____
5	Five (5) year maintenance contract for each television	Total cost for five(5) year period per television			\$ _____
6	Five (5) year maintenance contract for set-up remote	Total cost for five (5) year period for set up remote			\$ _____