

RFP ADDENDUM  
RFP-18 NEW 6/98

05PSX0366 Body Armor Addendum #1  
**STATE OF CONNECTICUT**  
*DEPARTMENT OF ADMINISTRATIVE SERVICES*  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, Room 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.: <b>05PSX0336</b>
Proposal Due Date: 28 November 2005

**Jim Gotta**  
*Buyer Name*

**(860) 713-5074**  
*Buyer Phone Number*

**RFP ADDENDUM #1**

DESCRIPTION: **Body Armor**

FOR:  
**All Using State Agencies and Political Subdivisions of the State**

**PROPOSERS NOTE:**

See below for questions and answers concerning the Body Armor RFP

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

\_\_\_\_\_  
*Authorized Signature of Proposer*

\_\_\_\_\_  
*Company Name*

Q1. It appears most of the terms and conditions of this RFP are directed toward the Manufacturer. Does the MFG answer this request on our behalf or does DAS want a proposal from it distributors?

A1. In the section titled Overview: "Manufacturers are requested to submit pricing on their full line of Body Armor including all allied accessories pertaining to the Body Armor." In the RFP document review Section XXVIII titled "Set Aside Participation".

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

**J. GOTTA**

*Contract Specialist*

(Original Signature on Document in Procurement Files)

**Please see overleaf for additional questions and answers**

**Date Issued:** 14 November 2005

## 05PSX0366 Body Armor Addendum #1

2Q. With regard to the State Police Ballistic Chart, is a 6 shot test for each bullet specified sufficient (assuming it follows NIJ protocol)?

2A. The same protocol that is accepted by NIJ to test vests for any ammunition should be the same test procedure employed to test ammunition specified.

3Q. The test labs can get very crowded and backed up at times. Will manufactures be allowed to provide the required test data for the State Police Ballistic Chart after November 28th?

3A. No

4Q. Are female vest a requirement?

4A. Yes, the State anticipates there will be female users of Body Armor

5Q. Can we submit female vests at a later date?

5A. It will be the Contractor's responsibility to measure and provide replacement vests for those vests selected prior to testing. No, you cannot submit a female vest at a later date.

6Q. Contract users are allowed to randomly select 2 vests for further testing to certify that the vests continue to perform as rated. What type pf re-testing will this entail? Will backface signature be measured on the used vests? Will the testing be performed wet? Will there be V-50 testing?

6A. All vests shall meet the Ballistics requirements of NIJ Standard 101.04 and or latest standard and the particular requirements of the using State agency (Example: see DPS/State Police Ballistic Chart Provided), compliant to the particular threat level requested, both wet and dry. (Ib). Testing shall be performed at an approved laboratory in accordance with NIJ protocols. (IIIb)

7Q. Can a manufacturer submit only certain models of vests from it's retail pricelist, or are all models required to become available?

7A. Manufacturers are requested to submit pricing on their full line of Body Armor including all allied accessories pertaining to the Body Armor. (See Overview).

8Q. Shall we submit pricing for K-9 Body Armor?

8A. See 7A

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO Box 150414  
HARTFORD, CT 06115-0414



**J. Gotta**  
Contract Specialist

**(860) 713-5074**  
Telephone Number

**NOTICE TO VENDORS:**

Lagon 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](#).

[www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp)

DAS CT State Web Site

**Jim.gotta@ct.gov**

Contract Specialist E-mail Address

**(860) 622-2913**

Fax Number

**Request for Proposal (RFP)**

*SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED*

RFP Number: **05PSX0336**

RFP Due Date & Time: **28 November 2005 at 2:00 pm Eastern Time**

Description: **Body Armor**

*Special Instructions:*

**Manufacturer's products shall be required to meet the criteria outlined in this request for Proposal**

*NOTE: RFP's are not opened in public on the due date.*

This contract replaces the following contract award(s) in part or in total:

**989-A-01-0109**

**SEALED RFP NO.: 05PSX0336**

**RFP DUE DATE/TIME: 28 November 2005  
2:00 PM**

**Return Proposal 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 RFP response.***

RFP's responses cannot be accepted after  
specified RFP Due Date/Time.

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

Hand-delivered RFP's must be brought to:  
DAS Customer Service  
Room 110  
165 Capitol Avenue,  
Hartford, CT

# STATE OF CONNECTICUT

## PROPOSER'S CHECKLIST

RFP Number:  
05PSX0336

### READ CAREFULLY

**THIS FORM IS NOT TO BE RETURNED WITH YOUR PROPOSAL. HOWEVER, IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.**

- \_\_\_ 1. The Proposal (RFP-26) must be signed by a duly authorized representative of the company.
- \_\_\_ 2. The proposal prices you have offered have been reviewed and verified.
- \_\_\_ 3. The payment terms are Net 45 Days. Net Terms for periods less than 45 days (Ex. Net 30) may result in proposal rejection. (You may offer cash discounts for prompt payment.)  
*Exception:* State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.
- \_\_\_ 4. Any technical or descriptive literature, drawing or proposal samples that are required have been included with the proposal.
- \_\_\_ 5. If required, the amount of proposal surety has been checked and the surety has been included.
- \_\_\_ 6. Any addenda to the proposal have been signed and included.
- \_\_\_ 7. The pre-addressed mailing label has been used on your return mailing envelope or the envelope has been:
  - a. marked with the Proposal Number and RFP Due Date &
  - b. addressed to:  

State of Connecticut  
Department of Administrative Services  
Procurement Services  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO Box 150414  
Hartford, CT 06115-0414
- \_\_\_ 8. The proposal number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the RFP number inside the envelope.
- \_\_\_ 9. Mail or hand-deliver your proposal in-time to be received no later than the designated RFP due date and time. Hand-delivered proposals must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Avenue, Hartford, CT. Late proposals are not accepted under any circumstances. Allow ample time if mailing in your proposal.
- \_\_\_ 10. Form DAS-45 Employment Information Form 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 proposal or proposal may be rejected.
- \_\_\_ 11. Vendor affidavit must be completed, signed, notarized and returned with your proposal.

PROPOSAL  
RFP-26 Rev. 04/03  
(Prev. Rev. 11/02)

**Jim Gotta**  
Contract Specialist  
**(860) 713-5074**  
Telephone Number

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

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

**Read & Complete**  
**Carefully**

Page 1 of 3

RFP NO: <b>05PSX0336</b>	RFP DUE DATE: <b>28 November 2005</b>	RFP DUE TIME: <b>2:00 PM Eastern Time</b>	RFP SURETY: <b>\$0.00</b>	DATE ISSUED: <b>31 October 2005</b>
-----------------------------	--	--	------------------------------	--

DESCRIPTION: <b>Body Armor</b>	
FOR: <b>All Using State Agencies &amp; Political Subdivisions of the State</b>	TERM OF CONTRACT / DELIVERY DATE REQ'D: <b>February 1, 2006 through January 31, 2011</b>
Agency Requisition Number(s): <b>050366</b>	

**REQUEST FOR PROPOSAL:** 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: Proposer 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 proposer as part of the proposal package. Failure to submit both pages constitutes grounds for rejection of your proposal.**

Section 1 of 4 - **PROPOSER INFORMATION**

COMPLETE PROPOSER 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			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
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)			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED PROPOSER			DATE EXECUTED
<b>← SIGN HERE</b>			
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.			

PROPOSAL  
RFP-26 Rev. 04/03  
(Prev. Rev. 11/02)

**Jim Gotta**  
Contract Specialist  
**(860) 713-5074**  
Telephone Number

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


THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

**Read & Complete**  
**Carefully**

Page 2 of 3

Section 1 of 4 - **PROPOSER INFORMATION (CONTINUED)**

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

CONTACT INFORMATION: NAME (TYPE OR PRINT)		
1 <sup>ST</sup> BUSINESS PHONE:	Ext. #	HOME PHONE:
2 <sup>ND</sup> BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:
CELLULAR:		2 <sup>ND</sup> PAGER:
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:
2 <sup>ND</sup> FAX NUMBER:		TELEX:
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED PROPOSER		DATE EXECUTED
		
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.		

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

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

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

**Read & Complete**  
**Carefully**

Section 2 of 4 - **IMPORTANT INFORMATION FOR PROPOSERS**

**AFFIRMATION OF PROPOSER: The abovesigned proposer affirms and declares:**

1. That this proposal is executed and signed by said proposer with full knowledge and acceptance of the provisions of Form RFP-19 of current issue and in effect on the date of proposal issue. Form RFP-19, entitled Standard Proposal 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 Proposal and Contract Terms and Conditions attached hereto.
3. That should any part of this proposal be accepted in writing by Procurement Manager within ninety (90) calendar days from the proposal due date unless an earlier date for acceptance is specified by proposer in proposal schedule, said proposer will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices proposed, and in compliance with the provisions of the STANDARD PROPOSAL AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL PROPOSAL AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of ninety (90) days or an earlier date specified by proposer in proposal schedule, such award shall be conditioned upon proposer'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 proposed therein.
5. **Should Procurement Services determine that proposer has not completed Section 1 - Proposer Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this proposal.**

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

The abovesigned proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer 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 proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer 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 proposer and/or any company official or any subcontractor to the proposer 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 RFP's**, delivered to the State Office Building at 165 Capitol Avenue will be opened and examined by trained mail handling staff. RFP's will then be resealed and forwarded to Procurement Services. This procedure also applies to hand- carried packages.

Proposers, 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, RFPs cannot be accepted after the RFP Due Date & Time specified on the RFP.

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

**SIGNATURE OF AUTHORIZED PERSON IN SECTION 2 CONSTITUTES AGREEMENT WITH ALL PROCEDURES INDICATED ABOVE.**

**Jim Gotta**  
Buyer Name

**(860) 713-5074**  
Buyer Phone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.:  
**05PSX0336**

**Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 1 of 3**

**All Requests for Proposal issued by the Department of Administrative Services, Procurement Services will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposal.**

**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 regulations referred to in this section as they exist on the date of this proposal and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

**Submission of Proposals**

1. Proposals must be submitted on forms supplied by Procurement Services. Telephone or facsimile proposals will not be accepted in response to a Request for Proposal.
2. The time and date proposals are due is given in each RFP issued. Proposals received after the specified due date and time of RFP given in each RFP shall not be considered. RFP envelopes must clearly indicate the RFP number as well as the date and time that the RFP is due. The name and address of the Proposer should appear in the upper left hand corner of the envelope.
3. Incomplete RFP forms may result in the rejection of the proposal. Amendments to proposals received by Procurement Services after the due date and time specified, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. All proposals shall be signed by a person duly authorized to sign proposals on behalf of the proposer. Unsigned proposals may 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 proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Proposal.
5. Alternate proposals will not be considered. An alternate proposal is defined as one which is submitted in addition to the proposers primary response to the Request for Proposal.
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 proposal, 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 proposal 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 proposer represents that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All proposals are subject to public inspection upon award.

**Guaranty or Surety**

11. Proposal 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 proposal 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 proposal sample.
13. Samples are furnished free of charge. Proposer 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 proposer in default of any prior contract or guilty of misrepresentation or any proposer 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 execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.
19. Proposers 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 proposer.



**Jim Gotta**  
Buyer Name

**(860) 713-5074**  
Buyer Phone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.:  
**05PSX0336**

**Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 2 of 3**

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.

24. This provision and its subsections are included in this Agreement in accordance with sections 6 and 11 of Governor M. Jodi Rell's Executive Order #7A: (a) The State Contracting Standards Board (the "Board") may, for cause, review this Agreement and recommend to the contracting agency, for its consideration and final determination as required or permitted by and in accordance with this Agreement and applicable law, termination of this Agreement after providing fifteen days' prior written notice to the contracting agency and the applicable contractor that it will review the Agreement. The results of the Board's review, together with its recommendations, shall be provided to the contracting agency and any other affected party in a timely manner, provided that nothing shall be construed to limit the power of the commissioner or department head of the contracting agency to consider the recommendations of the Board, as required or permitted in accordance with applicable law. For the purpose of this provision, "for cause" means: (1) A violation of Sections 1-84, 1-86e or 4a-100 of the Connecticut General Statutes or (2) wanton or reckless disregard of any State contracting and procurement process by any person

substantially involved in this Agreement or the contracting agency. (b) The contractor shall disclose to the head of the contracting agency prior to its execution of this Agreement any items of value provided to any State employees for which full payment has not been made.

**Delivery**

25. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.

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

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

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

29. 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**

30. (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

**Jim Gotta**  
Buyer Name

**(860) 713-5074**  
Buyer Phone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.:  
**05PSX0336**

**Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 3 of 3**

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**

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

**Advertising**

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

**Rights**

33. 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.

34. 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.

35. 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. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

36. 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.

**Records, Files, and Information**

37. The contract resulting from the RFP 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.

38. 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)**

39. 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.

Sample Corporate Authorization

SECRETARY'S CERTIFICATE

The undersigned, \_\_\_\_\_, Secretary of \_\_\_\_\_, a [STATE] corporation, (the "Corporation"), does hereby certify that the following are true and complete resolutions which were [(1) UNANIMOUSLY ADOPTED, OR (2) ADOPTED BY QUORUM] [WHICH IS IT, (1) OR (2)?] at a duly called and held meeting of the Board of Directors of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that such resolutions have not been amended or modified and continue to be in full force and effect as of the date hereof:

RESOLVED, that the corporation execute and deliver to \_\_\_\_\_ a certain \_\_\_\_\_ agreement (the "Agreement"), in the form attached hereto, pursuant to which the Corporation would \_\_\_\_\_; and

FURTHER RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Corporation, is authorized and directed to execute and deliver the Agreement on behalf of the Corporation and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the Agreement, including, but not limited to executing and delivering all agreements and documents contemplated by the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NAME  
Secretary

# STATE OF CONNECTICUT

## COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)

### WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT

#### EMPLOYMENT INFORMATION FORM

**RFP Number:**  
05PSX0336

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											
<b>TOTALS ABOVE</b>											

Do you use minority businesses as subcontractors or suppliers? <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.

**Jim Gotta**  
*Contract Specialist*

**(860) 713-5074**  
*Telephone Number*

# STATE OF CONNECTICUT

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**PROCUREMENT SERVICES**

**165 Capitol Avenue, 5<sup>th</sup> Floor South**

**PO Box 150414**

**HARTFORD, CT 06115-0414**

BID NO.:

**05PSX0336**

**Vendor Affidavit to Accompany Proposal for DAS State Contracts,**  
**as defined in Section 2 of Public Act 04-245**

**Page 1 of 1**

I, \_\_\_\_\_ (name, title and company name), hereby swear that, during the two-year period preceding the submission of this proposal 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 proposal 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:

<b>Name of recipient of gift</b>	<b>Value of Gift</b>	<b>Date of Gift</b>	<b>Gift Description</b>
1. _____			
2. _____			
3. _____			

to (1) any public official or state employee of the state agency or quasi-public agency soliciting the proposals who participated directly, extensively, and substantially in the preparation of the preparation of the request for proposal; 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 proposal.

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 proposal 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 Number:**  
**05PSX0336**

**Jim Gotta**  
*Contract Specialist*  
**(860) 713-5074**  
*Telephone Number*

**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> 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.

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

**RFP NO.:**  
**05PSX0336**

**J. Gotta**  
Contract Specialist

**(860) 713-5074**  
Telephone Number

**PROPOSAL SCHEDULE for RFP #05PSX0336**

**IMPORTANT!**  
**RETURN ORIGINAL AND ONE COPY**

DELIVERY:

TERMS:

CASH DISCOUNT:

%                      Days

Payment terms are net **45** days. Any deviation may result in proposal rejection.  
Proposal prices shall include all transportation charges FOB state agency.

PROPOSER NAME:

Page    **1**            OF    **4**

SSN OR FEIN #:

ITEM #

DESCRIPTION OF COMMODITY AND/OR SERVICES

Catalog/Price List - Name and Date:  
Identify Price Column (cost + or -)  
percent(s) bid shall apply to

Volume Purchase Quantities

### BODY ARMOR

1.    Manufacturer \_\_\_\_\_

Guaranteed Delivery: \_\_\_\_\_ Days ARO

Address Point of Manufacture: \_\_\_\_\_

Catalog/Price List  
Name and Date:  
\_\_\_\_\_

Identify Price Column  
Price adjustment  
Percent(s):  
\_\_\_\_\_

Price adjustment percentage  
to apply when ordering a  
quantity of:

1 to 75 units \_\_\_\_\_

76 to 150 units \_\_\_\_\_

151+ \_\_\_\_\_

2.    **Trade in allowance** \_\_\_\_\_

VENDOR SHALL BE RESPONSIBLE FOR ALL PICK-UP AND OR SHIPPING COSTS  
OF USED VESTS









State of Connecticut

---

# Request for Proposals

## Body Armor

Department of Administrative Services

October 31, 2005



---

# State of Connecticut

## Department of Administrative Services (DAS)

Announcement of Request for Proposals to provide a contract for Body Armor

October 31, 2005

### **RFP No. 05PSX0336**

It is the utmost importance to protect the safety of the Men and Women in Connecticut. The State of Connecticut is committed to providing a contract for Body Armor for those who work in dangerous areas on a daily basis. To that end, the Department of Administrative Services is seeking proposals for Body Armor on behalf of the State of Connecticut, all using State Agencies and Political Subdivisions.

The Department of Administrative Services welcomes the opportunity to work with our customers and suppliers to provide Body Armor to the State of Connecticut as outlined throughout this RFP document.

We invite you to be part of this effort.

## TABLE OF CONTENTS

<b>OVERVIEW</b>	<b>4</b>
<b>SCOPE OF SERVICES</b>	<b>4</b>
<b>PRODUCT AND/OR SERVICE SPECIFICATIONS</b>	<b>4</b>
<b>PRODUCT EVALUATION</b>	<b>5</b>
<b>CERTIFICATION / ON-GOING TESTING</b>	<b>6</b>
<b>PROPOSAL &amp; CONTRACT PRICES</b>	<b>6</b>
<b>REPAIR/REPLACEMENT</b>	<b>7</b>
<b>PRODUCT REFERENCES/WARRANTIES</b>	<b>8</b>
<b>PROOF OF STALIBILITY</b>	<b>8</b>
<b>PROPOSAL/CONTRACT REQUIREMENTS</b>	<b>10</b>
<b>SET ASIDE PARTICIPATION</b>	<b>11</b>
<b>SELECTION CRITERIA</b>	<b>14</b>
<b>INSTRUCTIONS TO PROPOSERS</b>	<b>15</b>
<b>SPECIAL TERMS AND CONDITIONS</b>	<b>16</b>
<b>INDEX OF ABBREVIATIONS</b>	<b>20</b>
<b>ATTACHMENTS:</b>	
<b>1. ATTACHMENT A - CONTRACT TEMPLATE</b>	<b>21</b>

---

# Request for Proposals

## Body Armor

### Overview

This RFP covers the requirements for Body Armor for the State of Connecticut Agencies and Political Subdivisions of the State, as listed on the proposal pages, for the items specified.

The intent of this Request for Proposals (RFP) is to establish a multiple award/multiple source contract for Body Armor. Manufacturers are requested to submit pricing on their full line of Body Armor including all allied accessories pertaining to the Body Armor.

### Scope of Services

- a. The State reserves the right to visit any of the manufacturer's facilities, at the State's expense, request manufacturer product line updates, on a minimum yearly basis and approve or deny such updates, predicated on the approval of the RFP Advisory Committee which shall consist of DAS/Procurement Services Contract Specialist, DPS/State Police Personnel, Department of Correction Personnel.
- b. All Body Armor shall be manufactured and assembled in the United States.
- c. Manufacturer's products shall be required to meet the criteria outlined in this Request for Proposal
- d. All items contained in the manufacturer's catalog and corresponding price list shall be available for purchase on a percentage adjustment from list price basis. Proposers shall offer pricing list that shall be net, (to include delivery charges). The percentage offered shall be reduced to a percentage, such as; 10%, 15%, 40%. The awarded Contractors shall be required to supply requesting Contract User(s) the manufacturer's catalogs and corresponding price list upon request.
- e. The manufacturer shall meet all the requirements for Body Armor, as requested by the Contract User. Failure to comply with the State's requirements shall result with the immediate removal of the non-compliant manufacturer from the contract.

### Product and/or Service Specifications

#### **I Product and or Service Specifications**

- a. All vests shall meet 2005 NIJ Interim Requirements, NIJ Standard 101.04 or latest standard and be NIJ compliant to the particular threat level requested. Side panel style coverage shall be of full front, back and sides protection, with no gap or opening. All vests shall be approved by the NIJ Technology Assessment Program Information Center (TAPIC). Vests shall be listed in Consumer Product List (CPL) by TAPIC, Latest Publication.
- b. All vests shall meet the Ballistics requirements of NIJ Standard 101.04 and or latest standard and the particular requirements of the using State agency (Example: see DPS/State Police Ballistic Chart Provided), compliant to the particular threat level requested, both wet and dry. Vests purchased by the State shall be properly labeled in accordance with the requirements of NIJ Standard 101.04 or latest standard. The vest label shall state the name of the Contract User. The ballistic panel shall have a permanent label stating manufacturer's name, model #, serial #, lot

#, threat level, date of manufacture and care instructions. All vests shall be tested specifically to the requesting State agencies weapon (Example: DPS/Div. of State Police .40 Cal. Sig-Sauer Pistol). When requested, manufacturers shall provide a minimum of ten (10) lot test reports, in accordance with MIL-STD-662E and NIJ Standard 101.04 or latest standard procedures. When requested, manufacturers shall provide Fragmentation V-50 test reports, as requested, outlined and specified by the using State agency, in accordance with MIL-STD-662E, using .22 caliber, Type II, 17.0 grain fragmentation simulator, conforming to MIL- P46593A (Vests evaluated to the V-50 test shall be guaranteed to perform for a period of five (5) years). The requesting agency shall specify the Insert material and other pertinent data (i.e., type and caliber of ammunition, material of trauma plate, certification for water repellence, all materials, stitching & seams, ballistic panel back-face deformation, etc. ). Two cotton outershell carrier(s) to be furnished, at no charge to the State, with each vest. Cotton outershell shall meet the specifications of Contract User. Cotton outershell test data shall be supplied yearly or as requested by the Contract User, to include Wear Test and Wash Test data. Outershell provided shall be available in a variety of color choices. Color choice shall be determined by the Contract User.

c. In addition to criteria established by NIJ for ballistic protection, H.P. White and/or U.S. Testing Labs will test submitted Body Armor with the following types of ammunition using NIJ protocol. Testing must be performed on production vests. Contractors shall assume testing costs and provide test results:

**STATE POLICE BALISTIC CHART**

<b>FEDERAL:</b>	<b>Product code</b>	<b>WINCHESTER:</b>	<b>Product code</b>
10mm 180 gr. JHP	XM1001A	9mm 127 grn.	RA9TA
10mm 180 gr. FMJ	XM 10	.40 cal. 165 grn.	RA401P
.40 cal. 165 grn.	P40HS3	.40 cal. 155 grn.	X40SWSTHP
.40 cal. 155 grn.	P40HS2	.40 cal. 180 grn.	RA40T
.40 cal. 180 grn.	P40HS1	.45 cal 230 grn.	RA45T
.45 cal. 230 grn.	P45HS1		

**II Product Evaluation**

a. The state reserves the right to evaluate and wear test all armor prior to purchase. Testing must be performed on production vests. The Proposers shall have a network or distributor(s) within the State, in order to accomplish all the goals of the RFP. The RFP Advisory Committee shall assist All Using State Agencies and, upon request, Political Subdivisions, in their endeavor to purchase the correct Body Armor to meet their requirements. Manufacturers shall schedule appointments, at the convenience of the Contract Users, and properly “CUSTOM” fit the personnel. All Fittings shall not be considered complete, until the individual Contract User is thoroughly satisfied. Any vest(s) deemed to not fit properly, shall be returned to the manufacturer for proper alterations and/or replacement within ten business (10) days. Defective vests shall be replaced within seventy-two (72) hours. In no way shall the alterations compromise the integrity of the vests. Field evaluations shall last a minimum period of seven (7) working days and a maximum of thirty working (30) days. Armor may fail by either laboratory test reports or field test reports. A minimum of two custom fitted (2) male and two custom fitted (2) female vests shall be provided. All samples shall be supplied at no charge to the Contract User.

b. In addition, the State shall require manufacturers to supply certification for water repellency of the specified fabric, for the Rip Stop Nylon materials, all stitches, seams and stitching shall be in compliance with Federal Standard # 751 or latest Federal Standard, provide test reports concerning Ballistic Panel Back-Face Deformation, indicating back-face signatures, from H. P. White or United States Testing Laboratory, LLC. Testing must be performed on production vests. The awarded manufacturer shall also provide videotape on maintenance to the Contract User.

c. Manufacturers shall have a quality control & assurance programs (“QC&AP”). A copy of the QC&AP shall be supplied, upon request, with all purchases. QC&AP shall cover receipt, testing and serialization of the ballistic fabric(s) and ballistic package(s), control the manufacturing and inspection and lot testing of raw materials. Inspection and lot testing shall be in accordance with MIL-STD-662E and NIJ Standard 0101.04 or latest standards.

d. The manufacturer's shall guarantee their entire line of armor to perform to the required standards and ballistic tests, as specified in the manufacturer’s literature, through certified laboratory testing, proper field testing and as outlined in this RFP, for the life of the manufacturers warrantee.



### **III Certification / On-Going Testing**

a. Upon receipt and inspection of the vests, the Contract User reserves the right to submit one vest for testing at the Contractor's expense at an approved laboratory, in accordance with NIJ protocols. Testing must be performed on production vests. The Contractor shall be responsible for all costs associated with packaging, shipping and testing. The test vest shall be replaced at the contractors expense within ten business days. Any testing reports shall be deemed public records.

b. Any contractors awarded a contract pursuant to the this proposal shall, on an annual basis during the life of the warranty, allow the Contract User to randomly select two vests for further testing to certify that the vests continue to perform as rated. It will be the Contractor's responsibility to measure and provide replacement vests for those vests selected prior to testing. The Contractor shall be responsible for all costs associated with packaging, shipping and testing. Testing shall be performed at an approved laboratory in accordance with NIJ protocols. The contractors shall immediately provide DAS and the Contract User(s) with a written report detailing each test result, **and the report shall be considered to be a public record.**

### **IV Workmanship**

All products shall be produced in accordance with the highest industry standards and manufactured in the United States. Special attention to quality control is mandatory.

### **V Packaging**

a. Each vest shall be in individual plastic protective bag and protective cardboard box; each bag and box shall be clearly marked with individual's users name.

b. All Body Armor shall be packaged and shipped consistent with good commercial practices.

c. Plastic Bags: Each set of armor, along with its optional equipment, shall be placed in individual plastic protective bag.

d. Shipping Cartons: The Body Armor shall be packaged into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the Body Armor.

### **VI Measurements**

At no additional cost to the State, the manufacturer or his designated representative shall provide measurement and custom fitting to both females and males upon the Contract Users request.

### **VII Training**

The manufacturer shall provide written instruction for proper care, handling, storage and cleaning procedures with each vest. Additionally, a videotape presentation shall be provided to the receiving department for continuing instruction and review.

### **VIII Proposal and Contract Prices**

a. Prices quoted shall be a percentage adjustment from the price list provided by the manufacturer. All prices shall be net, including all transportation and delivery charges fully prepaid by the contractor, F.O.B. destination.

b. Prices shall remain firm for the first year of the contract period.

c. Price Changes and Catalog Updates: A catalog / price list update will be allowed on an annual basis which is the anniversary date of the contract. Requests for product change will be accumulated but not implemented until the anniversary of contract award, at which time, upon approval by DAS Procurement Services, a contract supplement will be prepared outlining all appropriate changes which have occurred during the contract period. Contractors are required to submit requests for update on their company letterhead, indicating the contract award number, the effective date of the increase, and shall allow Procurement Services at least fifteen (15) calendar days prior to the contract anniversary date to review, authorize and notify potential Contract Users. A copy of the manufacturer's corresponding price list shall accompany the request. No retroactive increases will be allowed. All requests for increase shall be forwarded to: State of Connecticut, DAS/Procurement Services, 165 Capitol Avenue, 5<sup>th</sup> Floor Southside, Hartford, CT 06115-0414, Attn: J. Gotta.

d. Contractors are required to inform DAS/Procurement Services immediately of promotional sales or discounts, as well as decreases to contracted items, and shall pass those savings along to the State immediately. Failure to do so may result in termination of your contract award. Price decreases or discount percent increases are permitted at any time.

**IX Basis of Award**

There are multiple manufacturers and lines of "Body Armor" and associated products. The award shall be made to the manufacturers who meet the requirements outlined in the Selection Criteria and throughout this RFP.

**X Payments**

a. The standard payment terms are net 45 days after receipt of invoice to the Contract User. Connecticut Small and or Minority Business Enterprises that are currently certified through Department of Administrative Services (DAS) Business CONNections Department payment terms are net 30 days after receipt of invoice to the Contract User.

b. It is requested that the Contractor offer the State and its Contract Users a prompt payment discount based on the following schedule:

<b>Payment Terms</b>	<b>Additional Discount %</b>
<b>Invoice Paid in 10 days</b>	____%
<b>Invoice Paid in 15 days</b>	____%

c. Indicate in your proposal schedule if you will offer a prompt payment discount.

**XI Payment Options**

The Contract Users have the option to pay by check, electronic funds transfer, or with the State's authorized procurement (credit) card.

**XII Product Availability**

The Contractor must agree that there will be no cancellation of products without an equal and acceptable replacement of products approved by the Contract User or DAS Procurement during the term of the contract. A Contractor's discontinuation of any products must be communicated to DAS Procurement and Contract Users by the Contractor in writing within five (5) business days. In such instances, Contractor agrees to work with DAS Procurement and the Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

**XIII Repair/Replacement**

In the event that the testing reveals that a vest has failed to perform as certified, the purchaser shall have the right to require the repair, replacement or refund, at the Contract User(s) option, of all the vests of that model delivered to the Contract User(s) pursuant to the relevant contract. This shall be in addition to Contractors customary duty to repair or replace vests found to contain defects in material or workmanship.

**XIV Product Reference:**

**a. Soft Body Armor**

Manufacturers of product lines consisting largely of Soft Body Armor with other types of armor included. The manufacturers listed below are deemed to meet or exceed the minimum qualifications necessary for Body Armor. Proposals that include products from these manufacturers or from others who can demonstrate that they meet NIJ Standards and are equivalent in size, diversity, quality and service will be accepted.

<b>Lot 1</b>	American Body Armor	Protective Armor International
	First Choice Armor & Equipment	Protective Products International
	Point Blank Body Armor Inc.	Safariland Ltd.
	Protective Apparel Corp. of America	US Armor

**b. Hard Armor**

The manufacturers listed below are deemed to meet or exceed the minimum qualifications necessary for Body Armor. Proposals that include products from these manufacturers or from others who can demonstrate that they are equivalent in size, diversity, quality and service will be accepted.

<b>Lot 2</b>	Pro Tech Armored Products
	CGF Helmets, Inc.
	Super Seer Corp.
	Bell Pro Police
	Pro-Gard Industries
	RBR Armor

Note: Manufacturers from Lot I who make Hard Armor were not duplicated in Lot II. The resulting contract will contain an index listing all types of armor products for each manufacturer awarded.

**XV Proposal Instructions**

Contractors are requested to fill in the appropriate portions of the proposal schedule and respond to examples outlined in the section titled Selection Criteria.

**XVI Warranties**

Contractors shall warrant that Body Armor purchased pursuant to the State Request for Proposal (“RFP”) shall provide the specified levels of protection for a period of five (5) years from date of delivery. This warranty shall not be prorated. If manufacturer’s standard warranty is greater than five (5) years, such extended warranty shall apply. If, during this period, such faults develop, the unit or part affected is to be replaced without any cost to the Contract User including any charges for parts, labor and transportation. Where accessories are supplied, they must be compatible with the rest of the equipment.

**XVII Qualification of Proposers**

- a. RFP’s will be accepted only from established manufacturers.
- b. Proposers must maintain a business establishment with adequate inventories of the products offered, and must be capable of processing and shipping large numbers of orders to various destinations.

Indicate the number of years the proposer has been active in selling the products required and the size and location of the inventories maintained.

- b. The Department of Administrative Services reserves the right to investigate or make any inquiry into the capabilities of any proposer to properly perform under any resultant contract.

### **XXVIII Information to be furnished with the RFP**

The proposer shall submit with their RFP detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the provisions listed, such differences shall be explained in detail. Failure to submit any of the above data may result in rejection of the RFP. The State, however, reserves the right to request any additional information deemed necessary for the proper evaluation of this RFP. The proposer shall indicate in the Proposal Schedule the manufacturer's name, the address where the proposed product or products will be produced, the catalog references or model number of the product or products offered and all other information requested.

### **XIX Price Sheets and Catalogs**

Proposer shall be required to furnish, without charge, catalog and price lists identical to those accepted with their proposal, including any changes (additions, deletions, etc.) pursuant to the contract, to Contract Users which request them. Catalogs and price lists may be furnished in either hard copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting Contract Users. Upon request, the Contractor shall assist Contract Users in the use of catalogs and price lists.

### **XX Contact Information and Customer Service**

- a. The Contractor shall have a representative with a toll free (800) number, or agree to accept collect calls. A representative shall be available Monday through Friday from 8:00 AM to 5:00 PM eastern time.
- b. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of Body Armor, State contract pricing, contracted services/exclusions, contract compliance requirements, and general service information. Representatives must be available by telephone, fax, or email.
- c. The Contractor may be requested to submit quarterly reviews of customer satisfaction by DAS and will make consistent efforts to improve customer satisfaction.

### **XXI Proof of Stability**

- a. In order to be considered for this contract, manufacturer shall disclose all legal claims, current and pending, which have been made against the manufacturer. Failure to disclose the nature of the claims, along with the name(s) of entities involved in the suits, shall be cause for rejection.
- b. The State reserves the right to request a current financial report, prepared by a certified public accountant, attesting to the financial stability of the manufacturer. Failure to provide requested financial data dated no later than ten days after requested by DAS shall be cause for rejection of RFP and/or contract cancellation.

### **XXII Purchase Orders**

- a. Purchase Orders will be issued by each specific Contract User(s) for products and services related to this contract. Contractors shall not perform services without being issued a purchase order. Questions regarding purchase orders should be directed to the issuing Contract User(s).
- c. The Contractor shall be capable of accepting orders via e-mail, facsimile, telephone or mail.

**XXIII Invoicing/Monthly Statement**

The Contractor shall issue a single invoice per purchase order to each Contract User at the time of delivery. Moreover, the Contractor shall provide a statement to each Contract User that summarizes the Contract User's invoices for the calendar month. Invoice's are to be itemized with, but not limited to:

- Dollar amount
- Date
- Type of products provided the Contract User for the billing period
- Contract User name
- Product description
- Quantity purchased
- Unit price
- Extended price
- Invoice number
- Purchase order number

**XXIV Reporting**

a. Annually, on the Contract Award anniversary date the Contractor(s) shall furnish electronic copies of the usage reports of purchases made from contract. The report shall be in the following format:

Item Sub Item Number	Product or Catalog Number	Product/Service Description	Total Quantity Shipped/indicate Contract User	Total \$Value

b. The report is to be submitted to the Department of Administrative Services, 165 Capitol Ave, Hartford, CT 06115, Attention J. Gotta. Indicate the Contract Number, sales period, and contractor's name.

c. Additional related sales information, such as detailed user purchases may be required and must be supplied upon request. Failure to submit the required report may result in termination of this contract or be cause for rejection of future proposals.

**XXV Emergency Purchases**

In the event that an emergency exists requiring the prompt and immediate delivery of products, the Commissioner of DAS reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

## Proposal / Contract Requirements

### **XXVI Contract Period**

The State intends that this contract shall be in effect for a period of five years, beginning February 1, 2006 through January 31, 2011. The State reserves the sole right to extend this contract for a period up to the full original contract term, or parts thereof.

### **XXVII Mandatory Extension to State Entities**

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

### **XXVIII Set Aside Participation**

Manufacturers are encouraged to partner with certified small (SBE), minority (MBE), women (WBE) and persons with disabilities (DBE) owned business enterprises pursuant to section 4a-60(g) of the Connecticut General Statutes and are advised that a portion of the contract may be set-aside for certified small (SBE), minority (MBE), women (WBE) and persons with disabilities (DBE) owned business enterprises.

Suppliers who have questions about the small business program should contact the Department of Administrative Services, Business CONNECTIONS Unit, attention Meg Yetishfsky, (860) 713-5228, 165 Capitol Avenue, Hartford, CT 06106, 5<sup>th</sup> Floor Southside or visit our web site at [www.das.state.ct.us/busopp.htm](http://www.das.state.ct.us/busopp.htm) and click on the Set-Aside Program under the Supplier Diversity Program.

### **XXIX Pre-Meeting Requirements**

No pre-proposal meeting will apply. Rather, questions may be addressed in writing as identified in Section XXXXIII titled Questions, of this RFP Document.

### **XXX Quantities and/or Usages**

The total estimated dollar value of the previous contract award was approximately \$5,000,000.

[http://www.das.state.ct.us/Contracts/989\\_0109.pdf](http://www.das.state.ct.us/Contracts/989_0109.pdf)

Any references to quantities are estimated only. These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting Contract User(s). The State reserves the right to add/delete items during the life of the contract.

### **XXXI Contract Separately / Additional Savings Opportunities**

The State reserves the right to either seek additional discounts from the contractor(s) or to contract separately for a single purchase, if in the judgment of DAS/Procurement Services, the quantity required is sufficient, to enable the State to realize a cost savings, over and above the published contract prices, whether or not such a savings actually occurs.

### **XXXII Disclosure of legal claims**

The RFP Advisory Committee requires all manufacturers to disclose all legal claims, current and pending, which have been brought against them. The RFP Advisory Committee shall require all manufacturers to provide a current financial

## Proposal / Contract Requirements

report, prepared by a certified public accountant, attesting to the financial stability of the manufacturer. Failure to comply with this requirement shall result in the removal of the pre-approved manufacturer(s) from this RFP. Financial stability reports shall be current, as of November 1, 2005.

The State reserves the right to perform a Dun and Bradstreet Business Stability audit for all proposers and to factor the results into the Selection Criteria outlined in section XXXVIII

### **XXXVIII Brand Name Specifications and/or References**

Brand names or Catalogs referenced or implied in the specifications of this request for proposal are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Proposals are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for each item. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

### **XXXIV P-Card (Purchasing Credit Card)**

The State of Connecticut uses a Mastercard purchasing card for order placement and payment in many instances. Suppliers who accept credit cards should anticipate that some or all orders issued as a result of this request for proposal may be paid by using the purchasing card. The Supplier shall be aware that he/she is responsible for the credit card user handling fee associated with credit card purchases. Suppliers should only charge to the State's Mastercard when the goods are delivered (physical receipt of goods, at store), or are shipped.

Questions regarding the State of Connecticut Mastercard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

### **XXXV E-Commerce (Electronic Commerce)**

On July 1, 2003, the State of Connecticut began utilizing an internet-based E-Procurement ordering system (PeopleSoft), known as Core-CT. With Core-CT, companies receiving awards from this proposal/proposal will receive purchase orders from the State of Connecticut through this system.

Companies may be required to provide the State of Connecticut with functional data files including detailed product and pricing information. These files will then be loaded into a catalog on this system for ordering purposes. Companies that do not and/or cannot comply with these requirements when required, and/or fail to provide functional data files within a reasonable amount of time (as specified by the State) may be terminated from a contract award.

For additional detailed information on E-Commerce/Data File Requirements and Core-CT please go to [http://www.das.state.ct.us/Purchase/Info/supplier\\_kit.asp](http://www.das.state.ct.us/Purchase/Info/supplier_kit.asp) or contact the Contract Specialist referenced on this proposal/rfp package.

### **XXXVI Contract Award**

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- a. by item, group of items, or in it's entirety
- b. geographic location to adequately service the entire State of Connecticut in the best possible manner
- c. multiple Contractors Award

### **XXXVII Change of Address**

In the event the contractor moves or updates contact information, it is the responsibility of the contractor to advise Procurement Services of such changes in writing. The State will not be held responsible for payments or purchase orders delayed due to the lack of routing caused by the lack of notification on the contractor's part. Change of address or telephone updates must be forwarded to: Department of Administrative Services, Procurement Services, 165 Capitol Avenue, Room 5<sup>th</sup> Floor Southside, Hartford, CT 06106, Attn: J.Gotta.

### **XXXVIII Security**

a. Some Contract Users that have facilities to be serviced are secure facilities. An example of this includes the Department of Correction (DOC) and the Department of Children and Families (DCF) – Connecticut Juvenile Training School (CJTS). All of the Contractors employees who work at these locations will, therefore, be subject to a background check. Prior to commencing work, the Contractors must provide the necessary information required for this purpose, including but not limited to driver's license numbers and DMV license numbers. Only Contractors employees whose names are on the approved list will be allowed on the sites. Any Contractors employee who is not on the Contract User-approved list will be escorted off the grounds. The Contractors must replace the removed employee with approved personnel within one hour of being notified. Additional Contractors employees can be added with no less than 72 hours of advance notice. The Contractors must notify the Contract User in writing within 24 hours when any approved employee is no longer employed by the Contractors. In addition, the Contractors vehicles are subject to inspection upon entering and leaving all DOC, CJTS and other secure Contract User facilities. The Contractors is also required to provide emergency telephone numbers and contact personnel that are available 24 hours, 7 days per week, including holidays.

The Contractor shall be prepared to supply a list of driver's names and any additional background information necessary, to the Department of Correction (DOC), Department of Children and Families (DCF) – Connecticut Juvenile Training School (CJTS), and other secure facilities, through DAS, for security clearance. The Contractor's vehicles are subject to inspection upon entering and leaving all DOC, CJTS, and other secure Contract User facilities.

### **XXXIX Political Subdivisions**

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations. When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

### **XXXX Insurance**

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

#### **a. Commercial General Liability**

\$10,000,000 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.

#### **b. 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, leased, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

**c. 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.

**d. 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 and 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 for liability coverage required under this agreement. The Contractor's insurer shall have no right of recovery of subrogation against the State and the Contractor's insurance shall be primary coverage. The Certificate Holder Box shall read: State of CT., DAS/Procurement Services, 165 Capitol Ave., Hartford, CT 06106.

## Selection Criteria

**XXXXI Selection Committee**

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process **and are listed in order of relative importance.**

**1. Applicable Content**

- a. Ability to meet specifications, requirements, terms and conditions
- b. Ability to provide service, adhere to testing requirements, training, service calls, etc.

**2. Experience and Background with Similar Awards**

- a. Provide a detailed list of at least five (5) current or former clients that your firm presently has / had an RFP Award or Contract, to include the dollar amounts of RFP's/Contracts on a yearly basis. Please list the past / present contact(s) name, telephone number(s), fax number(s) and E-mail address. Give the length of time the accounts have/had been a client.
- b. Provide a list of references, including contact person(s), daytime telephone number, fax number & E-mail address.
- c. Provide a list of your key employees and Connecticut State distributor(s) that shall work with your company to provide Body Armor through this RFP, with the appropriate information concerning number of years with your firm, position within your firm and years of experience at their present position.
- d. Describe the quality process used by your company to measure the satisfaction of these clients and methods utilized to improve the service(s) that you provide. Provide samples of data and quality performance factors that you use in quality measurement. Include a brief description of your post-implementation and ongoing quality review program.

**3. Business Information**

a. Set Aside Representation: Describe your process for implementation of and plans for utilization of the Connecticut Small Business Set-aside program (i.e. WBE, MBE, SBE).

b. Length of Time in Business

c. Appropriate Insurance

#### **4. Delivery**

a. Ability to adhere to delivery requirements. Describe your delivery implementation strategy.

b. Extent of ability to fulfill various geographic areas

c. Describe the process and time frame required to implement your solution.

#### **5. Value**

Form RFP-16 Proposal Schedule

#### **6. Account Management**

a. Strategy for managing contract and customer service approach

b. Ability to adhere to Quality Assurance / Safety requirements

c. Reporting Capabilities

## **Instructions to Proposers**

#### **XXXXII Proposal Schedule**

a. Release of RFP: Date: October 31, 2005

b. Receipt of Questions: Date: November 11, 2005, by noon

c. Answers to Questions posted as Addendum: Date: November 14, 2005

d. Proposal Due Date: Date: November 28, 2005, by 2:00 pm

e. During the period from your organization's receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut. For additional information, respond in writing, directed to the Department of Administrative Services, Attn.: J. Gotta, Procurement Services, 165 Capitol Avenue, 5<sup>th</sup> Floor South, Hartford, CT 06106.

#### **XXXXIII Questions**

Questions for the purpose of clarifying the RFP must be submitted in writing and must be received in Procurement Services no later than noon on November 11, 2005, in the State of Connecticut. Questions must be delivered or emailed to: Department of Administrative Services, Attn.: J.Gotta (RFP 05PSX0366), 165 Capitol Avenue, 5<sup>th</sup> Floor South, Hartford, CT 06106. Email- [jim.gotta@ct.gov](mailto:jim.gotta@ct.gov)

#### **XXXXIV Sealed Proposals**

Proposals must be submitted in a SEALED envelope or carton, clearly marked with "RFP 05PSX0366", the date, and the name and address of the proposer. Any material that is not so marked may be opened as general mail, and invalidate the proposer's submission. Facsimile or unsealed proposals will not be accepted under any circumstances.

#### **XXXXV Number and Submission of Proposals**

a. Proposers should submit one Microsoft Word/Excel diskette, one original and five hard copies of the proposal. Any proposal which is incomplete or does not follow the prescribed format may not be considered.

b. Proposals may be mailed or delivered in person to the address below to arrive by: November 28, 2005, at 2:00 PM. **Proposals received after that time, due to whatever reason, will not be accepted and will be sent back unopened.** Postmark dates will not be considered as the basis for meeting any submission deadline. Proposals **will not** be publicly read on the due date.

State of Connecticut  
Department of Administrative Services/Procurement Services  
Attn.: J. Gotta RFP05PSX0336  
165 Capitol Avenue, 5<sup>th</sup> Floor Southside  
Hartford, CT 06106

#### **XXXXVI Authorized Signatures**

**The proposal must be signed by an authorized official.** The proposal must also provide the name, title address and telephone number of individuals with authority to bind the company, and for those who may be contacted to clarify the information provided.

## Special Terms and Conditions

#### **XXXXVII Special Terms and Conditions**

**1. Conformity and Completeness of Proposals**

To be considered acceptable, proposals must be complete and conform with all RFP instructions and conditions. DAS, at its discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

**2. Stability of Proposed Prices**

Any price offerings from proposers must remain valid for a period of 180 days from the due date of the proposals and prior to an award.

**3. Amendment or Cancellation of the RFP**

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

**4. Multiple Award**

DAS reserves the right to award to multiple Contractors.

**5. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

**6. Proposer Presentation of Supporting Evidence**

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

**7. Proposer Demonstration of Proposed Services and or Products**

At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services and or products. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

**8. Proposer Misrepresentation or Default**

DAS may reject the proposal and void any award resulting from this RFP to a proposer who makes any material misrepresentation in their proposal or other submittal in connection with this RFP.

**9. Erroneous Awards**

DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.

Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.

**10. Proposal Expenses**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

**11. Ownership of Proposals**

All proposals shall become the sole property of the State and will not be returned.

**12. Ownership of Subsequent Products**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

**13. Transfer of Data**

All data stored in the successful proposer's files, electronic or hard copy, will be returned to DAS upon the expiration of the contract.

**14. State Fiscal and Product Performance Requirements**

Any product or service acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment or if the product or service fail to meet minimum State criteria for acceptance and performance reliability.

**15. Validation of Proposals**

The proposals shall be binding commitments which DAS may include, by reference or otherwise, into any contract with a proposer. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate a contract with DAS and contractually bind the proposer. The proposal must also include evidence that it has been duly delivered on the part of the proposer, that

the persons submitting the proposal have the requisite corporate power and authority to structure, compile, draft, submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the proposer any contract contemplated in this RFP.

#### **16. Execution of Contract**

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited.

Once the evaluation of the proposals is complete and a proposer(s) is selected, the selected proposal(s) and this RFP may then serve as the basis for a contract that will be negotiated and executed between DAS and the selected proposer(s). This RFP and the proposal will likely be attached to the contract as exhibits.

If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to the contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

The contract may include a liquidated damages clause at the discretion of the State.

#### **17. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

#### **18. Independent Price Determinations**

In the proposals, proposers must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor;

Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the proposer on a prior basis directly or indirectly to any other organization or to any competitor; and

No attempt has been made, or will be made, by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### **19. Offer of Gratuities**

The proposer warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by DAS if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the proposer, the proposer's agent(s), representative(s) or employee(s).

#### **20. Subletting or 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 shall 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 DAS. No person, firm or corporation, or other entity, other than the proposer to whom the project was awarded is permitted to commence work on the project unless such consent has been granted.

#### **21. Subcontractors**

DAS must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of

DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to DAS upon request.

The successful proposer must provide the majority of services described in the specifications.

## Special Terms and Conditions

### **22. Freedom of Information**

Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act (FOIA) and all rules, regulations and

interpretations resulting therefrom. It will not be sufficient for proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties.

Those particular sentences, paragraphs, pages or sections which a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive

position of the proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

### **23. Conformance with Federal, State and Other Requirements**

By executing the contract, the proposer represents and warrants that, at all pertinent and relevant times to the contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency, institution, office council, instrumentality, municipalities or not for profits codes, statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, regulations and the like.

### **24. Discrimination and Labor Recruitment**

The contractor shall comply with Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973 and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of compliance staffing on Labor Department Form E.O. 3-1 when and as required. The contractor shall also comply with non-discrimination provisions as described in Connecticut General Statutes Nos. 4a-60 and 4a-60a and any other applicable statute or regulation and administrative procedure.

### **25. Americans with Disabilities Act**

The contractor shall comply with the Americans with Disabilities Act in accordance with Public Law 101-336 and any other applicable federal laws and regulations.

### **26. Affirmative Action and Contract Compliance Reporting**

Proposers are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost, and conformance to the RFP specifications, weight may also be given to proposers who demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

The Employment Information Form, included in this RFP, should be completed by the proposer and included with proposal.

**27. State Access to Records, Record Keeping, and Record Transfer**

The successful proposer shall prepare, maintain and preserve all records with respect to the administration of this program. During the term of the contract the State shall have access during normal business hours to all such records, in whatever form they exist or are stored, which records shall be the property of the State, and upon termination of the contract, all such records, or exact copies thereof, shall be immediately turned over intact to the State. The successful proposer shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the State free and full access to the records to be maintained by the successful proposer as pertains to the contract.

**Special Terms and Conditions**

At the option of the State, periodic audits may, at reasonable times, be made of the successful proposers' and all of its subcontractors' books and records insofar as they pertain to the contract. Such audits shall be made at the States expense by the State or independent public accountants designated by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

**28. Confidentiality and Care of Data**

The successful proposer agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful proposer shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

**29. Year 2000 Compliance**

Any product or services acquisition resulting from this RFP will be year 2000 compliant. The successful proposer is responsible for any costs incurred in accordance with year 2000 compliance at no additional cost to the state.

**30. Payments Against a Contract Award**

Under no circumstances shall the successful proposer 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 proposer is notified that the contract has been accepted by DAS and approved by the Office of the Attorney General of the State of Connecticut. In no case, shall a successful proposer bill the user agencies for amounts in excess of the amount(s) indicated in the final proposal agreed to and accepted by the DAS. Any authorized or agreed additional charges can only be approved for payment by means of an amendment to the contract.

**Index of Abbreviations/Definitions and Other Related Comments**

- DAS        Department of Administrative Services
- FOIA      Freedom of Information Act
- RFP        Request for Proposal

This solicitation is for procurement through competitive negotiation, NOT through competitive proposal, in accordance with the Department of Administrative Services competitive negotiation statutes and regulations. Accordingly, all references in this (RFP) to "proposals", "proposalder" and like terms shall be disregarded. Instead, such terms shall be read and be deemed to mean, for interpretative purposes, "proposal", "proposer", and like terms.

## Attachment A – Contract Template

Should DAS be unable to negotiate a contract with any of the acceptable proposer(s) initially selected as the best qualified proposer(s), proposals may be resolicited or additional proposer(s) may be selected based on the original, acceptable proposals in order of their respective qualification rankings, and negotiations may continue.

Upon successful negotiation and/or intent to award, proposer(s) will be required to sign a formal contract as outlined throughout Attachment A – Contract Template.



## Attachment A – Contract Template

This Contract (the “Contract”) made as of the \_\_\_\_\_ day of [Month, Year], by and between, [Supplier Legal Name] (the “Contractor,”) with a principal place of business at [Address], acting by \_\_\_\_\_, its \_\_\_\_\_ and the State of Connecticut, Department of Administrative Services/Procurement (the “State”), with a principal place of business at 165 Capitol Avenue, Hartford, Connecticut, acting by {insert contract specialist name}, its {Title}, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Contractor and the State agree as follows:

1. **Term of Contract:** The Contract will be in effect from [Effective Month Day, Year] through [End Month Day, Year]. The State may extend this Contract for a period up to the full original Contract term or parts thereof.
2. **Description of Services:** Contractor shall:
3. **Contract Extension:** Each contract may be renewed for [Enter in the possible extension periods] under the same terms and conditions.

Any extension shall be in writing and signed by both parties, in the form of a contract supplement that the State will issue to the Contractor no later than \_\_\_\_\_ days prior to the expiration date.

In addition to the periods above, the State may extend this Contract on a month-to-month basis for a period of up to three months without changes to the pricing or other terms.

4. **Change of Address** - In the event either party moves or updates contact information, the moving party shall inform the other of such changes in writing within 10 days. No governmental entity will be held responsible for payments or purchase orders delayed due to Contractor’s failure to provide such notice. Change of address or telephone updates must be forwarded to each other as provided in Section 30.

## Attachment A – Contract Template

### 5. **Insurance** – [Enter in the Insurance Clause from the RFP]

- d. Commercial General Liability  
[Enter in the Insurance Clause from the RFP]
- e. Workers’ Compensation and Employers Liability  
[ENTER IN THE INSURANCE CLAUSE FROM THE RFP]
- f. Automobile Liability  
[Enter in the Insurance Clause from the RFP]
- g. Minimum Scope of Insurance  
[Enter in the Insurance Clause from the RFP]

6. **Contract Prices and Billing:** Contract Prices for services performed under this Contract are shown in Exhibit A, Contract Award Schedule, which is attached to and made a part of this Contract. The Contract Users agree to pay invoices on a net [# -day] basis after receipt of invoice. The Contractor shall bill the State for the services provided. Billing notices shall include detailed spend information and services performed. A late payment charge shall be calculated in accordance with the Connecticut General Statutes.
7. **Audit:** At the option of the State and at its own expense, periodic audits may, at reasonable times, be made of the Contractor and all of its sub-contractors' books and records insofar as they pertain to the Contract. Such audits will be conducted by the State or a representative appointed by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.
8. **Reporting:** The Contractor shall provide detailed reports to the State on a monthly basis. [Enter specific reporting requirements as stated in the RFP and agreed upon through negotiations]. The State may reasonably request additional reports if needed and the Contractor shall use every effort to provide such reports.

Electronic copies of reports shall be provided to DAS Procurement Services at [Enter the Contract Specialist email address] no later than [Enter ##] days following the end of each specified time period. Late delivery or non-delivery of required reports may result in cancellation of the award and rejection of the Contractor's proposals or proposals in future procurements.

9. **Independent Contractor:** Contractor agrees to act as an independent Contractor in performing all services under this Contract and, except as otherwise outlined in this Contract, agrees to maintain complete control over its employees and sub-Contractors (such control over the repairers being limited to the context of this Contract).

## Attachment A – Contract Template

10. **Entire Contract** - The parties agree that this Contract embodies the entire agreement between the State and Contractor on the matters specified herein, whether expressed or implied, written or oral. No changes, amendments or modifications of any of the terms or conditions of this Contract are valid unless reduced to writing and signed by both parties. The following exhibits are attached and incorporated into this Contract as if they had been set forth in their entirety. In the event conflicts or disputes arise over issues not specifically addressed in this Contract, the exhibits will be used to resolve such conflicts or disputes in the following order of precedence:
- i. Exhibit A – Contract Award Schedule (pricing)
  - ii. Exhibit C - The State's Request for Proposals dated [Month Day, Year]
  - iii. Exhibit D - Contractor's Proposal Response dated [Month Day, Year]
11. **Severability**: If any provision of this Contract is found by a proper authority to be invalid or unenforceable, the remainder of the Contract shall remain valid and the invalid provision shall be replaced by a valid provision, which comes closest in intent to the invalid provision. The rest of the provisions shall remain in full force and effect.
12. **State Access to Records, Record Keeping, and Record Transfer**: The Contractor shall establish and maintain complete and accurate working papers and other evidence, including but not be limited to, documents, plans, books, computations, drawings, notes, reports, records and correspondence directly pertinent to performance under the contract, kept or stored in any form (collectively, the "Records"). During the term of the Contract, the Contractor shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the State free and full access to the Records during normal business hours. The Records are deemed to be the property of the State and shall be delivered to the State in a non-proprietary format, such as, but not limited to, ASCEE or .TXT, no later than thirty (30) days after the expiration or cancellation of the Contract or \_\_\_\_\_ days after the Contractor receives a written request from the State for the Records.
13. **State Fiscal and Product Performance Requirements**: Any product or service acquisition resulting from this Contract shall be contingent upon contractual provisions for cancellation of such acquisition, without liability attaching to the State, if the applicable funds are not available for required payment or if the products or services fail to meet minimum State criteria for acceptance and performance reliability.
14. **Offer of Gratuities**: The Contractor warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or agrees to, benefit financially or materially from this procurement. This Contract may be terminated by State without liability attaching to the State if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Contractor, the Contractor's agent(s), representatives(s) or employees(s).
15. **Subletting or 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 the State. 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.
16. **Executive Orders**: The Contractor shall comply with 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 the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999.

## Attachment A – Contract Template

17. **Americans with Disabilities Act:** The Contractor shall comply with the Americans with Disabilities Act in accordance with Public Law 101-336 and any other applicable federal laws and regulations.
18. **Confidentiality and Care of Data:** The Contractor shall protect the confidentiality of any files, data or other material pertaining to this Contract and to restrict their use solely for the purpose of performing this Contract. The Contractor shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data will be borne by the Contractor when such loss or damage occurred through their negligence.
19. **Termination:**
- A. Notwithstanding any provision or language in the Contract, the State, after discussion with Contractor, may suspend, postpone, abandon or terminate this Contract by written notice to the Contractor whenever the State determines in the State's sole discretion that such termination is in the best interests of the State. Any such written notice of termination shall specify the effective date of termination and the extent to which performance under the Contract is to be completed prior to such date. Termination in the best interests of the State shall in no event be deemed to be a breach of contract. Upon receipt of written notification from the State that this Contract is to be terminated, Contractor shall immediately cease operations on work being performed under this Contract and shall assemble all Records. The State shall review the Records and determine the amount of acceptable work performed under the terms of this Contract. The State shall pay Contractor for such work on an equitable basis, after discussions with Contractor, with the final determination to be made by the State. In determining the basis for such equitable payments, the State shall consider the amount of:
- (1) work performed by Contractor, less any payments previously made, and
  - (2) allowable reimbursement expenses incurred by Contractor, less any payments previously made.
- b. If either party breaches this Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. The notice may include an effective termination date if the breach is not cured by that date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective termination date, then the non-breaching party may terminate this Contract by giving the breaching party no less than twenty four (24) hours' written notice.
- c. Upon termination of this Contract, all rights, duties and obligations hereunder shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except with respect to Sections 12, 13, 19, 20, 25, 26, 28, 29 and 30, which shall survive termination of this Contract.

## Attachment A – Contract Template

- 20. Payments Against a Contract Award:** In no case will the Contractor bill the user agencies for amounts in excess of the amount(s) indicated in the final Contract Award Schedule agreed to and accepted by both parties through this Contract. Any authorized or agreed additional charges can only be approved for payment by means of an amendment to this Contract in writing.
- 21. Day:** The word “day” as used in this Contract shall mean a business day, unless otherwise specifically noted, with business days being all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- 22. Headings:** The headings given to the paragraphs in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular paragraph to which the heading refers.
- 23. Indemnification:** Contractor shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Contract including, but not limited to, acts of commission or omission (collectively, the "Acts") by the Contractor or any of its members, directors, officers, shareholders, or employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties"); (2) liabilities arising, directly or indirectly, in connection with this Contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Contract; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The Contractor shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give to the Contractor reasonable notice of any such Claim. The Contractor shall also use counsel reasonably acceptable to the State in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Contract, and shall not be limited by reason of any insurance coverage.
- 24. Interpretation:** This Contract shall be interpreted without regard to any presumption or other rule requiring construction against the party who drafted it.
- 25. Liquidated Damages:** [The information in this paragraph should be specific to the category in terms of relevant dollar amount...e.g.: Police Cars – what is the standard order amount and the value of that order amount] The parties acknowledge and agree that the damages that are to be expected as a result of a material breach of contract by Contractor may be uncertain in amount or very difficult to prove. In that event, the parties do intend and in fact now agree, if necessary, to liquidate damages in advance and stipulate that the amount set forth in this section is reasonable and an appropriate remedy as liquidated damages and not as a penalty. If Contractor materially breaches this Contract, then Contractor shall pay State [THIS AMOUNT HAS TO BE A CERTAIN AMOUNT]
- 26. Promotion:** Unless specifically authorized in writing by the State, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, or the seal of the State:
- (a) in any advertising, publicity, promotion;
  - (b) to express or imply any endorsement by the State of Contractor's product or services; or
  - (c) in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to produce and deliver in accordance with this Contract

## Attachment A – Contract Template

**27. Representations and Warranties:** Contractor represents and warrants to the State that:

A. it is a duly and validly existing [Enter in Company Type e.g.: Corporation] under the laws of the [Enter the State of Incorporation] and authorized to conduct its business in the State of Connecticut in the manner contemplated by this Contract. Further, Contractor has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power and authority to execute, deliver and perform its obligations under this Contract;

B. it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract;

C. the execution, delivery and performance of this Contract by Contractor will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality (collectively, "Agencies"); or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

D. it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

E. neither it nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees have, within the three years preceding this Contract, in their current or former job, been convicted of, or had a civil judgment rendered against them or any of their current partners, managers, principal officers or any person who would perform any \_\_\_\_\_ [INSERT HERE THE TYPE OF WORK THAT THE CONTRACTOR IS GOING TO DO] services, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. This includes, but is not limited to, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

F. neither it nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees nor any person who would perform any services under this Contract, is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;

G. it has not within the three years preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default;

H. it shall include the following provision in each subcontract to which it is or may be a party in connection with this Contract and to require that provision to be included in any lower tier subcontracts and purchase orders:

The [INSERT NAME OF SUB- OR LOWER TIER SUBCONTRACTOR] certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

## Attachment A – Contract Template

I. is in compliance with all of the requirements necessary to the obtaining of a current Certificate of Good Standing or Legal Existence issued by the Connecticut Secretary of State;

J. it has paid all workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

K. it has a record of compliance with OSHA regulations without any unabated, willful or serious violations;

L. it owes no unemployment compensation contributions;

M. it is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes; and

N. all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse

**28. Sovereign Immunity:** The parties acknowledge and agree that nothing in this Contract shall be construed as a waiver by the State of any rights or defenses of sovereign immunity, which it may have had, now has or will have with respect to all matters arising out of this Contract. To the extent that this provision conflicts with any other provision, this provision shall govern.

**29. Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given or which are given with respect to this Contract shall be in writing and shall be sent by first class U.S. Mail, postage prepaid, by hand delivery or by recognized, overnight express delivery service, addressed as follows:

To the Department of Administrative Services:

Connecticut Department of Administrative Services  
165 Capitol Avenue, Hartford, CT 06115-0414  
Attention: [DAS Contract Specialist, Title]

To the Contractor:

[Supplier Name]  
[Supplier Address]  
[Supplier Address]  
Attention: [Supplier Contact, Title]

## Attachment A – Contract Template

- 30. Whistleblowing.** This contract is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state Contractor shall post a notice of the provisions of this section relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- 31. Public Records.** This contract is subject to the provisions of §1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- 32. Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other parties which are not inconsistent with the provision of this Contract and which do not involve the assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.
- 33. Non-discrimination.** References in this section to "contract" shall mean this Contract. This section is inserted in this Contract in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes.
- (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each contractors with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under the this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;



## Attachment A – Contract Template

- (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56;
- (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to this provisions of this section and Section 46a-56. The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, contractors or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subContractor or contractors as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (2) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the terms of this contract and any amendments thereto.

The following section is inserted in this contract in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes.

- (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each contractors with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Sections 46-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Section 46a-56.

## Attachment A – Contract Template

If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subContractors and suppliers of materials on such public works project.

For purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, contractors or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Section 46a-56; provided, if such a Contractor becomes involved in, or is threatened with, litigation with a subContractor or contractors as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

The Contractor agrees to comply with the regulations referred to in this section 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.

## Attachment A – Contract Template

- 34. Applicable Law, Venue and Agent for Service of Process:** This Contract shall be deemed to have been made in Hartford, Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. Any dispute arising out of this Contract shall be subject to the jurisdiction of the courts of the State of Connecticut and the U.S. District Court for the District of Connecticut, as appropriate, and with respect to venue in the Judicial District of Hartford at Hartford or the U.S. District Court for the District of Connecticut in Hartford, as appropriate. Contractor waives any objection which it may now have, or will have, to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. The Contractor agrees that the sole and exclusive means for the presentation of any Claim against the State shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings. The Contractor shall appoint agents in the State to receive service of process. If the Contractor fails to appoint said agent, the Secretary of the State of Connecticut is hereby appointed by the Contractor as its agent for service of process for any Claim. Such appointment shall be in effect throughout the term of this Contract, including its supplements, amendments or renewals, if any, and six (6) years thereafter except as otherwise provided by law.
- 35. Patented Devices, Material And Processes:** The Contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this Contract by suitable legal agreement with the patentee or owner, and shall file a copy of that agreement with the State. The Contractor and the surety shall hold and save harmless the State, their officers or agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this Contract.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract with full knowledge of and agreement with the terms and conditions of this Contract.

[SUPPLIER NAME]

STATE OF CONNECTICUT DEPARTMENT  
OF ADMINISTRATIVE SERVICES

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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