

**STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER  
55 ELM STREET  
HARTFORD, CT 06106**

Contract Award Number 08OSC0002
Contract Award Date February 21, 2008
Expiration Date August 20, 2008

**CONTRACT AWARD**

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **Dell PowerEdge Servers**

**FOR:**

Office of the State Comptroller		Delivery Date Req'd: 14-30 days	
		Term of Contract: This will be a 6 Month Term With three (3) two (2) month options to extend	
		AGENCY REQUISITION NUMBER	
In State (Non-SB) Contract Value	DAS Certified Small Business Contract Value	Out of State Contract Value	Total Contract Award Value
\$251,725.00	\$	\$	\$251,725.00

**NOTICE TO CONTRACTORS:** This notice of award is not an order to ship. The using agency on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts; however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

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

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

**CONTRACTOR INFORMATION**

*Company Name:* **PCNet, Inc.**

*Address:* **100 Technology Drive, Trumbull, CT 06611**

*Tel. No.:* **(203) 271-3746**

*Fax No.:* **(203) 452-8656**

*Contract Value:* **\$251,725.00**

*Contact Person:* **Yvonne Benjamin**

*Vendor ID#:* **0000044498**

*Delivery:* **14-30 ARO**

*Certification Type:* **MBE**  
(SBE, MBE, WBE or None)

*Terms:* **30 days**

*Supply to Political Sub-Divisions:* **No**

*Company Email Address:* [yvonneb@pcnet-inc.com](mailto:yvonneb@pcnet-inc.com)

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**CONTRACT AWARD SCHEDULE  
08OSC0002 – SYSTEM #1**

DESCRIPTION OF COMMODITY AND/OR SERVICES	Product Code	SKU	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
<b>PowerEdge 2950:</b> Quad Core Intel® Xeon® X5460, 2x6MB Cache, 3.16GHz, 1333MHz FSB	295H31	223-4486	2	Each	\$10,594.00	\$21,188.00
<b>Additional Processor:</b> Quad Core Intel® Xeon® X5460 2x6MB Cache, 3.16GHz, 1333MHz FSB	2PHX31	311-7925				
<b>Operating System:</b> RHEL 4.5AS 1Year RH Network Subscription, Non-Factory Installed, With Media	RH45A1	420-7812				
<b>Memory:</b> 32GB 667MHz (8x4GB), Dual Ranked DIMMs	32G8D6D	311-6327				
<b>Riser Card:</b> Riser with 3 PCIe Slots	PCIE	320-4607				
<b>Chassis Configuration:</b> Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal	RPVERSA	310-7412				
<b>Power Supply:</b> Redundant Power Supply with Dual Cords	RPS23	310-9905				
<b>Hard Drive Configuration:</b> Integrated SAS/SATA RAID 1/RAID 1, PERC 6/i Integrated/SAS6/iR	6SR1R1	341-5726				
<b>Backplane:</b> 1x6 Backplane for 3.5-inch Hard Drives	1X6353	311-7936				
<b>Primary Controller:</b> PERC6i SAS RAID Controller, 2x4 Connectors, Int, PCIe, 256MB Cache, x6 Back	P6IX6	341-5734				
<b>Primary Hard Drive:</b> 146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	146A15	341-3031				
<b>2nd Hard Drive:</b> 146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	146A15	341-3031				
<b>3rd Hard Drive:</b> 146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	146A15	341-3031				
<b>4th Hard Drive:</b> 146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	146A15	341-3031				
<b>2nd Controller:</b> QLogic QLE2462, Dual Channel, 4 Gbps, Optical, Fibre Channel HBA, PCIe	QLE2462	341-4607				
<b>Network Adapter:</b> Intel® PRO 1000PT Dual Port Server Adapter, Gigabit NIC, Cu, PCIe x4	1000PD	430-0959				
<b>TCP/IP Offload Engine Enablement:</b> Broadcom TCP/IP Offload Engine Not Enabled	NTOEKEY	430-1765				
<b>Documentation:</b> Electronic Documentation and OpenManage CD Kit	EDOCS	310-7415				
<b>Bezel:</b> Rack Bezel	BEZEL	313-3920				
<b>CD/DVD Drive:</b> 24X IDE CD-RW/DVD ROM Drive	CDRWDVD	313-3934				
<b>Floppy Drive:</b> No Floppy Drive for x6 Backplane	NFDX6	341-3685				
<b>Mouse:</b> No Mouse Option	NOMSE	310-0024				
<b>Hardware Support Services:</b> 4Yr GOLD ENTERPRISE SUPPORT: 7x24 HW/SW, Escalation Mgmt, 4hr 7x24 Onsite	4GOLD4U	310-3785				
<b>Installation Services:</b> No Installation Assessment	NOINSTL	900-9997				

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**CONTRACT AWARD SCHEDULE  
08OSC0002 – SYSTEM #2**

DESCRIPTION OF COMMODITY AND/OR SERVICES	Product Code	SKU	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
<b>PowerEdge R900:</b> PowerEdge R900, 2x Quad Core X7350 Xeon, 2.93GHz, 8M Cache, 130W, 1066Mz FSB	90Q293	223-4229	1	Each	\$18,563.00	\$18,563.00
<b>Additional Processor:</b> Upgrade to Four Quad Core X7350 Xeon, 2.93GHz, 8M Cache, 130W, 1066Mz FSB	4P293	310-9825				
<b>Operating System:</b> RHEL 4.5AS 1Year RH Network Subscription, Non-Factory Installed, With Media	RH45A1	420-7812				
<b>Memory:</b> 32GB Memory, 16X2GB, 667MHz	32G16D6	311-7854				
<b>Chassis Configuration:</b> Rapid Rails for Dell Racks	RPDRAIL	310-9842				
<b>Hard Drive Configuration:</b> Internal PERC RAID Controller, RAID 1 / RAID 1 config	PRCR1R1	341-5674 341-5699				
<b>Backplane:</b> 1X5 SAS Backplane, for 3.5 Inch SAS Hard Drives only, PowerEdge R900	1X535HD	311-7862				
<b>Primary Hard Drive:</b> 300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	300A15	341-4424				
<b>2nd Hard Drive:</b> 300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	300A15	341-4424				
<b>3rd Hard Drive:</b> 300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	300A15	341-4424				
<b>4th Hard Drive:</b> 300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	300A15	341-4424				
<b>Network Card:</b> Four (4) Fully Integrated Broadcom® 5708 Gigabit NICs, TOE Capable	OBNICS	430-8991				
<b>Documentation:</b> PowerEdge R900 No Documentation	NODOCS	310-9845				
<b>Bezel:</b> PowerEdge R900 Active Bezel	BEZEL	313-5828				
<b>CD/DVD Drive:</b> 24x CD-RW/DVD, Internal	CDRWDVD	313-4636				
<b>Power Cords:</b> 2x Power Cord, C13 to C14, PDU Style, 10 amps, 6 feet / 2 meter	2PDU6FT	310-8512				
<b>Hardware Support Services:</b> 4 Year ProSupport for IT and Mission Critical 4HR 7x24 Onsite Pack	U4IPME4	981-9653				
<b>Installation Services:</b> No Installation	NOINSTL	900-9997				

**SPECIAL INSTRUCTIONS - PLEASE TAKE NOTE OF THE FOLLOWING:**

- Bidders must be the Manufacturer or Resellers authorized to sell to Connecticut State and Local Government. Authorized Resellers must submit proof of such at the request of the Office of the State Comptroller at time of contract award.
- This will be a 6 Month Term Contract with (3) (2) two month options to extend. Contract may be used to purchase additional servers and Option Items.
- The Office of the State Comptroller intends to purchase up to fifteen (15) of system #1 and five (5) of system #2.

## **STATE OF CONNECTICUT**

### **Standard Terms and Conditions – page 1 of 3**

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

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

#### **Submission of Bids**

1. Bids must be submitted on forms supplied by OSC and must be submitted no later than the date and time specified in the Invitation To Bid. Telephone or facsimile bids will not be accepted in response to an Invitation To Bid.

2. Bids received after the time and date of bid opening specified in each Invitation To Bid shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

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

4. Conditional bids shall be rejected. A conditional bid is one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation To Bid.

5. Alternate bids will not be considered unless the Invitation To Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and

is not dependent upon the bidder's primary response to the Invitation To Bid.

6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation To Bid, and subject only to cash discount.

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

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

9. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this invitation to bid, standard terms and conditions and Contract #08OSC0002. Further, if the bidder is awarded a contract for the goods and/or services called for in the invitation to bid, the bidder's signature on Bid Information Form shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the invitation to bid, these standard terms and conditions and Contract #08OSC0002 as if the bidder had actually executed the standard terms and conditions and Contract #08OSC0002 itself.

#### **Guaranty or Surety**

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

#### **Samples**

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

## STATE OF CONNECTICUT

### Standard Terms and Conditions – page 2 of 3

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

#### Award

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

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

15. OSC may correct inaccurate awards resulting from clerical or administrative errors.

16. Bidders have ten days after notice of award of the contract to reject the award; after ten days the contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, OSC will award the contract to the next lowest responsible qualified bidder.

#### Other Requirements

17. Conn. Gen. Stat. § 4a-81 (the "Act") requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

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

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing

counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract. (c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

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

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

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

**STATE OF CONNECTICUT**  
**Standard Terms and Conditions page 3 of 3**

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

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

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

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

(e) The date that the state agency or quasi-public agency

began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is **February 13, 2008**.

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

20. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C, SEEC Form 11.

21. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.