**State of Connecticut**

Request for Proposal #18PSX0155

Dairy Products

Contract Specialist: **Lynn Peccerillo-Hills**

Date Issued: **November 26, 2018**

Due Date**: December 17, 2018 at 2:00 pm Eastern Time**

**Department of Administrative Services**

**Procurement Division**



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# Guide to Electronic Proposal Submissions

1. **Introduction To BizNet**: It is now a requirement of Department of Administrative Services (DAS)/Procurement Division that all Companies create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program have already created a BizNet account.

The BizNet login is**:** <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled “Create New Account”. Login and select Doing Business with the State and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc.).

Existing Companies Needing to Update Their Information: Login to BizNet and select Doing Business with the State and Company Information.

**Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Division at 860-713-5095.**

1. **Business Friendly Legislation:** As a result of Public Act 11-229, DAS/Procurement Division’s goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each request for proposal are being automated in BizNet.

DAS/Procurement Division began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven’t already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change. Rather than completing them with each proposal submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a proposal response.

**Instructions for Uploading Affidavits and Non-Discrimination Forms:**

**Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:**

[**http://das.ct.gov/images/1090/Upload%20Instructions.pdf**](http://das.ct.gov/images/1090/Upload%20Instructions.pdf)

1. AFFIDAVITS

**THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.**

1. OPM Ethics Form 1 – Gift & Campaign Contribution Certification
2. OPM Ethics Form 5 – Consulting Agreement Affidavit
3. OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
4. OPM Ethics Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management’s website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

1. NON-DISCRIMINATION –

**CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.**

1. Form A – Representation by Individual (Regardless of Value)
2. Form B – Representation by Entity (Valued at $50,000 or less)
3. Form C – Affidavit by Entity (RECOMMENDED) (Valued at $50,000 or more)
4. Form D – New Resolution by Entity
5. Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806>

1. **Online Proposal Responses:** Any proposal posted by DAS/Procurement Division must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and then upload these completed documents (as well as any other required submittal documents) through BizNet prior to date and time upon which the Proposal is due pursuant to the RFP. Late submissions will not be accepted. All proposal responses submitted must be e-signed. Proposals that are not e-signed are not received by DAS/Procurement and cannot be viewed or considered. If any required documents have not been uploaded, the system will not allow you to e-sign. After successful e-signature, Proposers will get a confirmation that their proposal has been successfully submitted. If you do not receive this electronic confirmation, please contact DAS/Procurement at 860-713-5095. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

* Contractor Information/Electronic Signature Page – Web Based fillable Form
* Employment Information Form (DAS-45) – Web Based fillable Form
* Statement of Qualifications (DAS-14) – PDF Fillable Form
* Connecticut Economic Impact Form (DAS-46) – Web Based fillable Form
* Dairy Products Workbook - Excel Format
* RFP Addendum (RFP-18) – if applicable
* EASiBuy,LLC supplier agreement terms and conditions

Additional forms such as those listed below must be reviewed carefully and accepted by the proposer prior to proposal submittal:

* Standard Terms and Conditions (RFP-19)
* Request for Proposal Document (RFP-22)
* Request for Proposal Contract (RFP-50)
* Contract Exhibit A – Description of Goods & Services and Additional Terms & Conditions
* Contract Exhibit C – SEEC Form 11

1. **Insurance Accord Certificates:** Contractors are responsible for maintaining their BizNet accounts with new and/or updated insurance information.

The following documentation will need to be uploaded to each company’s BizNet account and evidencing that the State is an additional insured:

1. Certificate of Insurance (Accord Form)
2. The insurance policy declaration page
3. The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under “DAS Business Friendly Initiatives” at the following website: [http://portal.ct.gov/DAS/Search-Results?SearchKeyword=insurance instructions](http://portal.ct.gov/DAS/Search-Results?SearchKeyword=insurance%20instructions)

***Proposers are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the RFP. Please read ALL RFP documents carefully and provide all required information. Failure to do so may result in rejection of your proposal.***

# **Overview/Scope**

The State of Connecticut Department of Administrative Services (“DAS”) is issuing this Request for Proposal (RFP) to establish a Contract (s) for the supply and delivery of dairy, juice and drink products to Client Agency facilities located throughout the State.

This RFP is being issued as a Reverse Auction. Reverse Auction information, process and procedures are outlined in the Reverse Auction section of this RFP.

The Contract (resulting from this solicitation) includes all costs associated for the completion of the requirements outlined throughout this RFP, including but not limited to labor, material, tools, equipment, storage, processing, transportation, delivery, and fuel costs.

This solicitation does not include butter, eggs, milk substitute(s) products including but not limited to almond, soy, oat, and nut milk.

This Contract replaces the following Contract award(s) in part or in total: 14PSX0076

Proposers shall

* Be licensed through the State of Connecticut, Department of Agriculture (DOAG) as a Milk Dealer and shall maintain such license for the life of the Contract.
* Provide uninterrupted supply and delivery of dairy, juice and drink products to Client Agency facilities located throughout the State.
* Meet requirements outlined throughout this RFP.
* Propose pricing for Class I and Class II milk products based on the USDA Northeast Area Federal Milk Market Order 1 (herein defined as FMMO1), Class I Skim Price @ Boston, MA and Class I Butterfat Price @ Boston MA., Announcement of Advanced Class 1 Prices and Advanced Pricing Factors for the month of December, 2018 and release date November 21, 2018 and also, FMMO1, Announcement of Class and Component Prices for the month of October 2018 and release date October 31, 2018.

# **Reverse Auction Information, Process and Procedures**

The process is broken into two Phases (Phase 1 and Phase 2).

In Phase 1, proposers are to provide all proposal response forms and submittal documents no later than the RFP due date and time specified in the Proposal Schedule. In Phase 1, DAS will determine which proposers are qualified and are eligible to submit pricing in Phase 2, Reverse Auction date and time specified in the Proposal Schedule.

1. **Information**: The State of Connecticut will accept proposal pricing using an online Reverse Auction Process managed and hosted by EASiBuy, LLC (hereinafter referred to as “EASI”).
2. Sealed response documents without pricing information, will be received by the State of Connecticutthrough the BizNet system by the RFP Due date and time specified in the Proposal Schedule.
3. Pricing for Dairy Products will be received via the Reverse Auction process scheduled as specified in the Reverse Auction date in the Proposal Schedule.

The Reverse Auction will be conducted in accordance with the Reverse Auction Procedures for this RFP. The Reverse Auction will be the process used to determine pricing. By submitting a RFP through the Reverse Auction process, the proposer agrees to abide by the terms and conditions of the RFP, the Reverse Auction Procedures, The Reverse Auction Transaction Fee, and the EASiBuy, LLC Supplier Agreement Terms and Conditions.

A condition of participation in the Reverse Auction is that proposer complete all RFP proposal forms and be deemed responsive to all requirements and responsible to perform the services or to provide the goods. Such determination will be a pre-requisite to participation in the Reverse Auction event.

1. **Procedures:**
2. EASI will provide notice to each proposer through telephone or email regarding the proposer’s inclusion or exclusion from the qualified proposers list. This will be the official invitation to participate in the Reverse Auction.
3. EASI will work with the proposer to prepare for the auction event. Preparation may include, but is not limited to: configuration of the auction computer system, testing of the proposer interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
4. During the Online Reverse Auction event, only those proposers on the qualified proposers list will be allowed to participate. EASI will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
5. EASI will keep an event record, which will include the prices offered by the proposers.
6. The EASI bidder interface will be configured such that a proposer will not know the identity of competing proposers.
7. EASI will begin the event through electronic notification to all qualified proposers. Proposers may submit multiple prices during the event. The lowest price offered by each qualified proposer will become the price portion of the RFP response.
8. Proposals must be submitted by, or under the direction of, an authorized representative of the proposer as designated in the qualifications summary.
9. The auction event will have a scheduled stop time. The event may be extended if proposals are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified proposers.
10. The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
11. After the conclusion of the auction event, the State of Connecticut will consider the qualifications summary and the price offered during the auction event to determine the awardee(s).
12. **Transaction Fee:** The proposer(s) with whom the ***State of Connecticut*** enters into a contract agrees to and is required to pay a transaction fee to EASI pursuant to the Terms & Conditions signed and returned to the ***State of Connecticut*** prior to the RFP response due date. The fee will be one-half percent (.5%) percent of the estimated contract amount for that contractor.

**Awarded Supplier Reporting and Payment Terms and Conditions**: The Awarded Supplier will be responsible to pay the Transaction Fee of one-half percent (.5%) to EASI for all payments received from any Client Agency of the subsequent contract award.

Awarded Supplier is required to enter into the EASI platform all payments received (the “Payment” or “Payments”) within ten (10) days of the end of each month. If Awarded Supplier fails to enter payment information by the 10th of the month EASI will charge to Supplier’s Preferred Transaction Fee Payment Method an amount equal to one month of estimated contract value for that contractor times the Transaction Fee percentage.

Upon notification of award from DAS/Procurement Services, the Awarded Supplier is required to provide ACH or credit card information (“Preferred Transaction Fee Payment Method”). EASI will charge the Awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

1. **Term Purchases**: If Purchased Items are ongoing in nature, the Transaction Fee will be charged to your Preferred Transaction Fee Payment Method within fifteen (15) days of the end of each month.
2. **Audit Right**: DAS/Procurement Services and EASI reserve the right to audit the accuracy of the Transaction Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day’s prior written notice, and in such a manner as not to unreasonably interfere with the Awarded Supplier’s normal business activities. Transaction Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Transaction Fees are determined to have been underpaid by more than five percent (5%) for the period audited, Awarded Supplier shall pay for the costs of such audit.

# **Instructions to Proposers**

## **Proposal Schedule:**

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| --- | --- | --- |
| **Phase 1** | | |
| RELEASE OF RFP: | Date: | November 26, 2018 |
| RECEIPT OF QUESTIONS: | Date: | December 4, 2018 , by noon Eastern Time |
| ANSWERS TO QUESTIONS POSTED AS ADDENDUM: | Date: | December 6, 2018 |

|  |  |  |
| --- | --- | --- |
| RFP DUE DATE: | Date: | December 17, 2018 at 2:00 pm Eastern Time |

|  |  |  |
| --- | --- | --- |
| **Phase 2** | | |
| REVERSE AUCTION | Date: | January 16, 2019 at 9:00 a.m. Eastern Time |

1. **Questions**: Questions for the purpose of clarifying this RFP must be received no later than the date and time specified in Section 1, “Proposal Schedule” and must be directed to the Contract Specialist, Lynn Peccerillo-Hills via email: lynn.peccerillo@ct.gov.

## **Communications**: During the period from your organization’s receipt of this Request for Proposal, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Lynn Peccerillo-Hills via email: [lynn.peccerillo@ct.gov](mailto:lynn.peccerillo@ct.gov).

## **Solicitation Submission**: Solicitations shall be submitted online by the RFP due date and time only. Proposers shall upload their solicitation submission to their BizNet Account.

# **Description of Goods & Services Specifications and Additional Terms & Conditions**

1. **DESCRIPTION OF GOODS AND SERVICES:**
2. Contractor Specifications:This Contract includes all cost associated for the completion of the requirements outlined throughout this Contract, including but not limited to labor, material, tools, equipment, storage, processing, transportation, delivery, and fuel costs.

This Contract does not include butter, eggs, milk substitute(s) products including but not limited to almond, soy, oat, and nut milk.

Contractor shall:

1. Provide uninterrupted supply and delivery of dairy, juice and drink products to Client Agency facilities located throughout the State.
2. Be licensed through the State of Connecticut, Department of Agriculture (DOAG) as Milk Dealer and shall maintain such license for the life of the Contract.
3. Deliver products that are fresh, high in quality and are in compliance with all US Department of Agriculture (USDA), US Food and Drug Administration (FDA), Hazard Analysis and Critical Control Point (HACCP) State and local food code regulations and guidelines in food handling practices during all stages of manufacturing, processing, distribution and storage.
4. Provide split packaging as needed.
5. Deliver products at least ten (10) or more days prior to the expiration date printed on each product.
6. Shall not deliver any un-filled containers to the Client Agency.
7. Furnish all packaging and transportation containers. Empty containers must be returned to the Contractor. The Client Agency shall not use the Contractor containers for its own purposes. Contractor shall comply with the provisions of the Health, Hunger-Free Kids Act of 2010.
8. Product Specifications**:** All products must be Grade A and meet or exceed the salient characteristics as prescribed within the most current USDA Agricultural Marketing Services (AMS), Commercial Item Description(s) (“CIDs”). CID’s can be found online at the USDA, AMS website: <https://www.ams.usda.gov/grades-standards/cid/dairy-eggs>
9. Nutritional Information: Product information must be clearly identified on packaging. The Contractor shall provide the nutritional data ingredient list, nutritional analysis, product formulation statements, Child Nutrition (CN) labels and allergen information upon request by the Client Agency. The Contractor shall have twenty-four (24) hours (from the date requested by the Client Agency) in which to provide the nutritional data. Due to increased incidence of food allergies, Contractor may be asked to participate in developing a notification of ingredient changes program during the life of the Contract. All products delivered must contain an expiration date.
10. Buy American: Contractor shall comply with the Buy American Provision in Section 12(n) of the National School Lunch Act. The provision requires each Client Agency (that participate in the USDA, National School Lunch and Breakfast program) to purchase, to the maximum extent practicable, domestic commodity or product. This provision supports American agriculture. A domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were domestically grown.

In the event a product is not produced or manufactured in the U.S.; the cost of a U.S. produced product is significantly higher than foreign products; and/or the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, the Contractor shall provide reasonable notice to the Client Agency in advance of the product purchase. The Client Agency may then issue written approval of such product purchases on a case-by-case basis.

1. Geographic Preference: Connecticut General Statute (CGS) 4a-51(b) requires the Department of Administrative Services (DAS) to give preference to the purchase of dairy products, poultry, eggs, beef, pork, lamb, farm-raised fish, fruits or vegetables grown or produced in this State, when such products, poultry, eggs, beef, pork, lamb, farm-raised fish, fruits or vegetables are comparable in cost to other dairy products, poultry, eggs, beef, pork, lamb, farm-raised fish, fruits or vegetables being considered for purchase that have not been grown or produced in the State.
2. Farm To School Program: In accordance with CGS Chapter 423, Sec. 22-38d Farm to school program, the Contractor shall work with each Client Agency that participates in this program to procure these products to support the program.
3. Products with Recycled Content Specifications**:** Contractor shall comply with guidelines surrounding recycled content. These guidelines can be found online at: <http://www.ct.gov/deep/cwp/view.asp?a=2714&q=324892&depNav_GID=1645> and <http://portal.ct.gov/DAS/Procurement/Contracting/DAS-Procurement-Environmentally-Preferable-Purchasing-EPP-Program-Information>

The Contractor shall provide a plan for the accommodation for the return of beverage containers with deposits and to provide credit and appropriate accounting to each Client Agency (Public Act 09-02) if applicable. DAS encourages Contractors to offer alternative product containers when available.

1. Out of Stock – Product Substitutions: Contractor shall not substitute any product listed in the Exhibit B: Price Schedule without prior approval from the ordering Client Agency. A one-time approved substitute product does not automatically become identified as an acceptable substitution for future out of stock situations. Each time a substitute product needs to replace an out of stock item, the Contractor’s customer service representative shall get authorization from the ordering Client Agency (at least 24-28 hours prior to delivery) prior to making the substitution. The substitute product must be equivalent in quality and billed at the contracted price. In the event the one-time substituted product costs less than the original ordered item, the Client Agency will be charged at the lower price. Any one-time approved substitute product must be identified on the corresponding delivery ticket and invoice.

If a suitable substitute product(s) cannot be provided by the Contractor, the Client Agency may source the product off-Contract. The Client Agency reserves the right to procure the product(s) from other sources and in accordance with Section 13. Open Market Purchases of the Contract, hold the Contractor responsible for any excess cost occasioned thereby. Contractor shall provide credit for any price differences immediately after receiving a copy of the invoice of the purchase of product(s) from other vendors from Client Agency.

1. Discontinued Product: The Contractor shall notify DAS and the ordering Client Agency if a manufacturer discontinues a product that is listed in Exhibit B: Price Schedule. Notification must be made at least thirty (30) business days in advance of such discontinuation. The Contractor shall work with DAS and the Client Agency to identify and implement alternative options that maintain and or reduce costs associated with any replacement product. The Contractor shall submit a request in writing to DAS for approval to substitute the product for another. The Contractor’s request shall include documentation naming the replacement product and confirming that the price for the replacement is the same or less than the discontinued product.
2. Discrepancies: The Contractor shall resolve all discrepancies not specifically described in these specifications including but not limited to product shortages; products that are spoiled, outdated, damaged, defective; unauthorized substitutions or compromised in any other manner. To the greatest extent possible, the Contractor shall provide same day re-delivery of the product(s) that need to be replaced (at no cost to the Client Agency), so that food service requirements do not go unfulfilled for that day. If the discrepancies cannot be resolved in that time, then the Contractor shall take all steps which the Client Agency deems necessary or appropriate, to resolve the discrepancies. The Contractor shall provide credit or replacement of product(s).

Product(s) must be picked up by the Contractor within twenty four hours of Client Agency notification. If the Contractor fails to pick up the product(s) within said time frame, the Client Agency reserves the right to dispose of the product(s), with no reimbursement to the Contractor.

The Contractor shall process credits immediately to the Client Agency account and include all credits to each invoice.

1. Delivery Ticket: Contractor shall provide a delivery ticket to the Client Agency upon delivery of products. All delivery tickets must be reviewed and signed by the Client Agency authorized representative. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, quantity delivered, identify substitute or out of stock products and unit pricing.
2. Invoice: All invoices must be itemized and include the Client Agency purchase order number, date of delivery, location of delivery, itemized by product description, product number, quantity delivered, identify products that were substitutions, and unit pricing. All invoices must be accompanied by a legible copy of the signed Contractor’s delivery ticket.
3. Exhibit B – Price Schedule: Prices for Class I and Class II milk products listed in the Price Schedule-Exhibit B are based on the USDA Northeast Area Federal Milk Market Order 1 (herein defined as FMMO1), Class I Skim Price @ Boston, MA and Class I Butterfat Price @ Boston MA., Announcement of Advanced Class 1 Prices and Advanced Pricing Factors for the month of December, 2018 and release date November 21, 2018 and also, FMMO1, Announcement of Class and Component Prices for the month of October, 2018 and release date October 31, 2018.

Prices include delivery and all other costs associated with the service of this Contract, including but not limited to storage, processing, transportation and/or delivery charges fully prepaid by the Contractors, Freight on Board (F.O.B.) destination. The Contractor shall not charge for minimum orders or impose any additional charges, surcharges, or fuel charges of any kind (by whatever name) to the Client Agency.

The Contractor shall guarantee pricing for seven (7) days from the date of each requisition for the ordering Client Agency.

1. Monthly Market Adjustments:
2. The USDA adjusts the FMMO1 on a monthly basis and publishes the adjustments in advance on or about the twenty third (23) of each month.
3. Contractors shall submit monthly market adjustments for Class I and Class II milk products no later than five (5) working days prior to the end of each month.
4. Class I: Monthly market adjustments will be based on the USDA, FMMO No.1, Northeast Marketing Area, Advanced Prices and Pricing Factors, Class I Skim Price @ Boston, MA and the Class I Butterfat Price @ Boston, MA.
5. Class II: Monthly market adjustment will be based on the FMMO1, Advanced Prices and Pricing Factors, Class II Skim and the USDA, FMMO No. 1, Northeast Marketing Area, Class and Component Prices, Class II Butterfat price.
6. Prices and price calculations must be calculated to the ten thousandth place (four (4) decimal places) to the right of the decimal point.
7. Contractors shall submit market adjustments electronically to the Contract Specialist using an Excel spreadsheet in a form acceptable to DAS.
8. Contractors shall submit all supporting documentation to support increase or decrease in the requested market adjustment.
9. Upon receipt of accurate supporting documentation, DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part.
10. Contractor’s failure to submit monthly price adjustments that resulted in a reduction in price, the Contractor shall be liable for any retroactive price reductions paid by the Client Agency.
11. Retroactive price increases due to the Contractor’s failure to submit monthly price adjustments that resulted in price increases, will not be permitted.
12. Quality Assurance Program:Throughout the term of the Contract, the Contractor will continuously monitor the quality of the products offered and services rendered. The Contractor shall provide for a self-inspection system that monitors daily operations and identifies and corrects any deficiencies that may occur in the quality of the products and services furnished under this Contract. The plan must include service and reporting commitments, together with specific suggestions regarding communication, planning and performance review.
13. Quality Control Program and Food Safety Plan:The Contractor shall have the following quality control and food safety programs listed below and shall provide all documentation that substantiates their claim for compliance to DAS. All documentation must be made readily available from any and all suppliers the Contractor purchased products from.
14. The Contractor’s quality control plan shall contain information on “critical” and “non-critical” practices and scenarios which must comply with the USDA, State and local regulations related to dairy products. Additional information available as follows: <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>
15. Contractor’s written quality control plan must ensure that all products are handled in a manner that complies with the USDA, FDA, HACCP, regulatory requirements as well as all local, state and federal regulations concerning food safety.

The following a link to information regarding HACCP: <http://www.fda.gov/Food/GuidanceRegulation/HACCP/>

1. Contractor must demonstrate and have a HACCP Program in place and must be able to document that their facilities have passed a recognizable audit by the Contractor’s internal management/food safety committee within six (6) months. Additional information available at: <http://www.fda.gov/food/guidanceregulation/haccp/ucm2006801.htm>
2. Contractor shall verify that all of their suppliers have verifiable HACCP and food safety programs in place at their facilities.
3. Standards for Storage and Warehouse Facilities: All Contractor facilities shall be subject to inspections by local, State and federal agencies.

Contractor shall provide facilities for the safe and sanitary handling, processing, warehousing, storage and distribution of dairy products that:

1. Are in compliance with all federal, state and local regulations.
2. Are sanitary and free from rodent, bird, insect and other animal infestations.
3. Safeguard against theft, spillage and other loss.
4. Maintain foods at proper storage and delivery temperatures (per Hazard Analysis Critical Control Points (“HAACP”);
5. Are of adequate in size to store the foods to meet Client agency demand.
6. Take other protective measures as may be necessary.
7. Sanitation**:** Contractor shall participate in a sanitation program and must provide a copy of its most recent health inspection certificate upon request. Federal, State and local health regulatory agencies may routinely inspect Contractor facilities.
8. Pest Control**:** Contractor and their subcontractors shall have an integrated pest management (IPM) program in place at their establishment that is consistent with the requirements of Connecticut General Statutes Section 22a-66l, and the Regulations of Connecticut State Agencies Section 21a-101-5(h), General sanitary requirements. IPM programs must remain in place and will be subject to periodic review throughout the term of this Contract.
9. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for immediate notification to a Client Agency which has received the recalled product(s). The Contractor shall pick up and replace all products that are subject to recall, and insure that all manufacturers and suppliers to the Contractor have the same requirements in place. The Client Agency shall not be responsible for the pickup and replacement cost of any recalled product. Subsequent credits must be applied, as applicable. A final report must be made to all Client Agency central offices stating number of cases shipped, locations and number of returns.
10. Delivery:
11. Contractor must provide delivery within the timeframes specified in Schedule 1. Deviations from this schedule must be approved by the Client Agency authorized representative.
12. Delivery schedules for locations not specified must be made between 4:30 am and 1:00 pm, Monday through Friday, except on holidays or at other times when the Client Agency is closed, such as for inclement weather. Contractor shall make good faith efforts to make on-time deliveries.
13. All orders must be delivered within 24 – 48 hours after receipt of the order, with a 98% or better fill rate, or in accordance with the pre-scheduled delivery schedule agreed upon between the Contractor and Client Agency.
14. Contractor shall deliver to locations designated by the Client Agency and may be by specific location(s), storeroom or dock or food preparation or storage area. Contractor shall deliver to multiple locations within a facility as well as dock delivery for the same grounds. All deliveries including but not limited to shortage(s), breakage and incorrect items must be delivered to their original delivery location.
15. Subject to the items and container sizes specified in the price schedule, delivery will be made in the quantity, and in the size and type of container as ordered by the Client Agency.
16. Products must be delivered in a refrigerated truck. All products must be maintained and delivered in accordance with HAACP, local and State health department regulations and federal (FDA) guidelines. The Contractor shall deliver all products in first-class condition at the point of delivery, and in accordance with good commercial practice. Any milk product that fails to meet all federal, State and commercial standards of quality will be rejected by the Client Agency and must be replaced the same day.
17. The containers holding the products must be clean at all times.
18. All products must be labeled and packaged adequately to assure safe handling and proper delivery.
19. All delivery tickets must be signed by authorized Client Agency representative upon receipt.
20. The Contractor must ensure that there will be no metal bands or other banned safety-related rods or weapon-like materials on the crates, dolly or other transport devices. Contractor shall provide all delivery equipment.
21. All products must be packaged in containers that are free from tears or objectionable odors. Containers must not show signs of being crushed or of any other abuse. They must be well sealed and completely and clearly identified using imprinted identification. The finding of any evidence of deterioration due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution, transport, delivery or holding resulting in cross contamination including contamination from non-processed products during storage, distribution or transport and delivery will be sufficient cause for the refusal by the Client Agency requiring the Contractor to “make whole” their order.
22. Contractor shall notify each Client Agency of any holiday changes or lengthy closures in writing at least two 2 weeks prior to the holiday or closure. If the Contractor requests that the Client Agency to “double up” on their order in anticipation of an intermittent delivery schedule due to a holiday or closing the Contractor’s shall credit the Client Agency for expired product(s) when the estimated need exceeds the actual Client Agency usage.
23. Food Group Committee: DAS will facilitate and maintain the Food Advisory Committee (“Committee”) for products covered by this Contract. The Committee meets on a quarterly basis to discuss and set standards and specifications. The Committee also evaluates food and related items and view presentations by brokers, manufacturer’s representatives that pertain to the contract (example, top sellers and new or comparable items that may positively affect pricing).

The Contractor shall designate an account representative to the Committee. The Contractor’s designated account representative shall be required to attend meetings to discuss topics including but not limited to new items, standards, current industry trends.

1. Customer Service: Contractor shall provide each Client Agency a single, local point of contact (and a back-up) “Customer Service Representative” to handle questions or problems that may arise. The Customer Service Representative shall have access to information to provide immediate response to inquiries concerning the status of regularly scheduled, emergency service requests, Contract pricing, Contract services or exclusions, Contract compliance requirements, and general service information. Customer Service Representative shall be available Monday through Friday from 8:00 AM to 5:00 PM EST, by telephone (Connecticut or toll free (800) number preferred), fax, or email.
2. Account Representative: In addition to customer service support, the Contractor shall provide a dedicated account representative designated for the oversight and performance of this Contract. This person shall be responsible for day-to-day operations and all problem solving related to this Contract. This person shall respond to Client Agency calls within 24 hours of initial contact.
3. Ordering System: Contractor shallhave an internet based ordering system that the Client Agency can access during normal working hours of operation, Monday through Friday between the hours of 7:00 am through 6:00 pm. The Internet ordering system must be capable of electronic order approval and must have e-mail based notification functionality. The Internet ordering system must also contain a field where the State of Connecticut personnel can enter their PeopleSoft/Oracle purchase order number this number contains a 5-character business unit designation followed by a 10-digit purchase order number.

The Contractor shall be required to establish and offer a training program as part of the Contract award to be in compliance with the CORE-CT-compatible system program. In addition, any required training for staff, site location administration for those trainings and any other requirements (ex., equipment, manuals, etc.) to adequately instruct all users to the CORE-CT-compatible system expenses shall be borne by the Contractor.

1. **ADDITIONAL TERMS AND CONDITIONS:**
2. Emergency Plan:The Contractor shall have an emergency backup plan in place in the event of power outages, work stoppages, computer failures, shortages, or any other emergency situation. The Contractor’s emergency plan must comply with the Department of Homeland Security guidelines. Additional information available as follows: <http://www.ct.gov/demhs/cwp/view.asp?a=4490&q=553258&demhsNav=|42956|> and <http://www.fema.gov/>.
3. Civil Preparedness Emergency: In the event of serious disaster, enemy attack, sabotage or other hostile action or in the event of the imminence thereof, the Governor may proclaim that a state of civil preparedness emergency exists, in which event s/he may personally take direct operational control of any or all parts of the civil preparedness forces and functions in the state. Additional information available as follows:

<http://www.ct.gov/demhs/cwp/view.asp?a=4490&q=553258&demhsNav=|42956|>

1. Emergency Contract(s): Contractor shall provide emergency telephone numbers and contact personnel that are available 24 hours, 7 days per week, including holidays for emergency related issues. This contact shall be able to make authoritative decisions on behalf of the Contractor on an immediate basis and shall not be a generally used call center. Contractor shall provide this information prior to the Contract award and provide updated information as changes occur. The Contractor shall notify, the DAS and Client Agency of any changes to this list within 72 hours of such change.
2. Utilizing/Partnering Efforts with Small and/or Minority Business Opportunities: Contractor shall provide or make a good faith effort to obtain and/or develop products from minority and or women owned businesses certified by the DAS Supplier Diversity Program.
3. Training**:** Contractor shall provide training sessions to the State of Connecticut at the Contractor’s location or a State location at no cost to the State. Below are suggested topics/examples and Contractor is encouraged to provide additional training programs at no cost to the Client Agency:

* Proper Product Storage:
* Contractor Site Tour (production, warehouse)
* How to navigate Contractor’s Website
* K-12 School Specialist “CT Approved Products”

1. Reporting: The Contractor shall submit activity reports in Microsoft Excel format to DAS and Client Agency. These reports shall be in the format approved in advance in writing by the DAS contact responsible for this Contract. The reporting period may be determined (monthly, quarterly and annually) based on the need and must contain but are not limited to the following information:
2. Usage reports indicating sales by volume for each Client Agency. Reports must list each item sold, including manufacturer and stock number, description, unit of issue, average unit price, and quantity sold.
3. Consolidated sales reports summarizing the sales to all Client Agencies and separate consolidated sales reports summarizing the sales to all political subdivisions and not-for-profit organizations with the same information as listed above.
4. Reports detailing the purchase by sales of small and minority businesses certified by the DAS Supplier Diversity Program.
5. Fill rate reports
6. CT grown purchases
7. Increase/decrease by dollar amount price reports
8. Dairy trend analysis reports (weekly)
9. Other reports, as requested by DAS
10. Contract Separately/Additional Savings Opportunities: DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.
11. Mandatory Extension to State Entities: Contractor shall offer and extend the contract (including pricing, terms and conditions) to political sub-Divisions of the State (towns and municipalities), schools, and not-for-profit organizations.
12. Energy Star Provision (per CGS 4a-67c): Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.
13. P-Card (Purchasing MasterCard Credit Card): Purchases made by the Client Agency from the Contractor that are less than $1,000 may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

1. Standard Wages: Contractors shall comply with all provisions of Connecticut General Statues 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL’s web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm> . Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages: <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

1. Security and/or Property Entrance Policies and Procedures: Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency.  It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.
2. Restricted/Secure Delivery: Some Client Agencies sites are secure facilities. Examples include the Department of Correction (DOC), the Connecticut Juvenile Training School (CJTS) and local schools. Contractor’s employees who deliver to these locations may be expected to submit to a background check. Prior to commencing work, the Contractor must provide the necessary information required for this purpose, including but not limited to Department of Motor Vehicle (DMV) driver’s license number. Only Contractor’s employees and Contractor’s subcontractors whose names are on the approved list submitted and approved by the Client Agency (authorized personnel) will be allowed on the sites. Any Contractor (including subcontractor if applicable) employee who is not on the Client Agency’s-approved list (as amended from time to time) will be escorted off the grounds. The Contractor must replace the removed Contractor employee/subcontractor with approved personnel within four hours of being notified. Additional Contractor’s employees can be added with no less than 14 days advance written notice and be subject to the above referenced background checks. The Contractor must notify the Client Agency in writing within 24 hours when any approved employee is no longer employed by the Contractor. No unauthorized personnel (or their pets/animals) will be permitted on grounds.
3. Department of Correction Requirements for Contractors who Perform at a Correctional Facility:
4. Facility Admittance
5. Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
6. Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
7. Name
8. Date of Birth
9. Social Security Number
10. Driver's License Number
11. Physical Characteristics (such as age, height, weight, etc.)
12. Official Working Rules: Contractors shall adhere to the following Official Working Rules of the DOC:
    1. All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
    2. All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
    3. No verbal or personal contact with any inmates.
    4. Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
    5. Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
    6. The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
    7. In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
    8. Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
    9. Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
    10. The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
    11. The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
    12. All Contractors shall sign out at the Facility’s security front desk prior to departure following completion of any work.
13. Rules Concerning Department of Correction Facilities: Contractors shall adhere to the Facilities rules (“Facilities Rules”) described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:
14. *Restricted Areas:* All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.
15. *Inmates: T*here may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.
16. *Vehicle Control:* Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.
17. *Contraband:* Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

1. State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices
2. Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a‑174, which provides as follows:
3. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a‑35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
4. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A” misdemeanor per Sec. 53a‑36 subsection 1, the term is not to exceed one (1) year.]
5. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
6. Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a‑174a, which provides as follows:
7. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
8. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a‑35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
9. Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
10. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
11. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.
12. Performance Monitoring:
13. Throughout the term of this Contract, Client Agency Designee and DAS will monitor the Performance of the Contractor. Client Agency Designee shall notify the Contractor to correct any problem(s) and shall submit a Vendor Performance Report (a “Vendor Performance Report” or “Report”) through the DAS Biznet system to document any Performance issues. The Report will notify DAS and its applicable Procurement Services Contract Specialist regarding contractual breaches or poor Performance. The Client Agency Designee shall identify a proposed solution or cure and include a timeframe to which the Contractor shall rectify the breach or Performance issue.
14. Failure by the Contractor to comply with Client Agency Designee’s proposed solution or cure within the timeframe specified in a Report may result in the generation of a Validated Report of Poor Performance or Noncompliance by DAS (a “Validated Report”), a copy of which will be provided by DAS to the Contractor.
15. After DAS receives a Vendor Performance Report, each specific incident will be addressed as follows:
16. The first Vendor Performance Report issued within an Evaluation Period (as such term is defined in the final paragraph of this section) will allow DAS, at its option, to investigate the Contractor for contractual breaches or poor Performance issues for the purpose of determining whether such breaches or poor Performance issues have occurred. DAS shall generate a Validated Report as a result of its investigation if appropriate. In the event a Validated Report is issued, the Contractor will have five (5) days from the date of issuance to cure any breaches or Performance issues.
17. A second Vendor Performance Report resulting in a Validated Report within an Evaluation Period will, at the option of DAS, result in a conference involving the Contractor, Client Agency Designee and DAS. The Contractor will be given an opportunity to cure Performance issues identified in the Validated Report described in this paragraph within a timeframe set by Client Agency Designee in its sole discretion not greater than five (5) days from the issuance of the Validated Report described in this paragraph.
18. A third Vendor Performance Report resulting in a Validated Report within an Evaluation Period may result in termination of the Contract at the discretion of the Client Agency Designee and DAS. The terminated Contractor shall be liable to the State of Connecticut for all additional costs incurred as a result if the termination.
19. In the event of termination, the Contractor shall immediately deliver to the Client Agency or the Client Agency Designee all keys, drawings, plans, sketches and specifications, any data pertaining to the Contract, and any unused material supplied to the Contractor by Client Agency Designee or any other representative of the State.
20. For purposes of this Contract, an “Evaluation Period” is defined as three (3) consecutive months (each an “Evaluation Period”). Specific incidents from one (1) Evaluation Period will not extend into another Evaluation Period. After two (2) consecutive Evaluation Periods, Client Agency Designee and DAS may review the results of the Contractor’s performance and may, at the option of Client Agency Designee and DAS, revise the length of subsequent Evaluation Periods.

# **Proposal Requirements**

1. **Contract Period**

The State intends that this contract shall be in effect for a period of 2 years, from the date of award.

DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

1. **Motor Carrier Safety Review**

If the Performance requires the use and operation of any commercial motor vehicle, as defined in section 14-1 or any vehicle defined in section 14-163c(a) of the Connecticut General Statutes, each proposer or bidder whose submittal is not rejected will be the subject of a Safety Fitness Review  (“SFR”) conducted by the Connecticut Department of Motor Vehicles ("CTDMV").

If the SFR results in a rating for the proposer or bidder that exceeds the acceptable out of service rating as set forth at <http://www.ct.gov/dmv/cwp/view.asp?a=804&q=512530&dmvPNavCtr=|#55445>, then the affected proposer or bidder will be deemed to be not responsible and their submittal will be rejected.

Please include your Federal DOT ID number where specified in Exhibit B.  If you do not include the number in Exhibit B and then fail to provide it subsequently when and as asked, your submittal will be rejected.

Further information concerning the SFR may be obtained from CTDMV at: <http://www.ct.gov/dmv/cwp/view.asp?a=804&q=512530&dmvPNavCtr=|#55445>

1. **Quantities and/or Usages**

Any quantities set forth in this RFP are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase any particular amount. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting entity.

1. **Brand Name Specifications and/or References**

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. RFPs on comparable items must clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. **Proposers must submit complete documentation on the specifications and quality levels of the proposed products. RFPs submitted that do not contain this documentation are subject to rejection**.

##### **Stability of Proposed Prices**

Any price offerings from proposers must be valid for a period of 120 days from the due date of the proposals.

##### **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.

##### **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.

##### **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.

##### **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. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

##### **Erroneous Awards**

DAS reserves the right to correct inaccurate awards.

##### **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.

##### **Ownership of Proposals**

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

##### **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.

##### **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.

# **Selection Criteria**

Phase 1: 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 for Phase 1 and are listed in order of relative importance.

1. Applicable Content
2. Delivery
3. Account Management
4. Experience and Business Information
5. Added Value

Phase 2: Reverse Auction

1. Pricing

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all RFPs in whole or in part, and waive minor irregularities and omissions if the best interest of the state will be served.

# Submittal Requirements

1. Proposers must complete and submit the Dairy Products Workbook – Excel Document.
2. Refer to Submittal Requirements Response (Word Document). Carefully read all instructions and provide the necessary information as requested and as outlined in the Submittal Requirements Response document.

|  |
| --- |
| Proposers must complete and upload Attachment 3 – Submittal Requirements response form or the company’s proposal may be rejected. This form will be used during the evaluation process to determine if the proposer meets the qualifications set forth in this RFP.  Proposers must provide answers to all questions. If the answer to a question resides in a prior question that was answered, the proposer must reference that question. The evaluation committee will not look for answers to questions that are not referenced. |

# **Attachment 1 - Sample 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. The State will pursue negotiations with the proposer whose proposal scores highest. If, for whatever reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to suspend the current RFP process and start the RFP process again.

Attachment 1 to this RFP is a draft contract and it is included in this RFP for informational purposes only in order to show some contract provisions that the State of Connecticut requires.  It is not intended to, and will not, be the specific contract that the State and the successful vendor(s) will sign.  After DAS selects a vendor, DAS will deliver a draft contract to the vendor for consideration and negotiation. The contract that DAS and the successful vendor will sign may vary from Attachment 1.  The contract may include a liquidated damages clause at the discretion of the State.