

State of Connecticut

---

# Request for Proposal #19PSX0056 – Revised 05/13/2019

---

## FOOD DISTRIBUTION

Contract Specialist: Lynn Peccerillo-Hills

Date Issued: **2 May 2019**

Due Date: **30 May 2019** at 2:00 pm Eastern Time

**Department of Administrative Services  
Procurement Division**



## TABLE OF CONTENTS

|   |                                     |
|---|-------------------------------------|
| <b>GUIDE TO ELECTRONIC PROPOSAL SUBMISSIONS</b>   | <b>3</b>                            |
| <b>OVERVIEW</b>   | <b>5</b>                            |
| <b>SCOPE OF SERVICES</b>  | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| <b>INSTRUCTIONS TO PROPOSERS</b>  | <b>6</b>                            |
| <b>DESCRIPTION OF GOODS &amp; SERVICES SPECIFICATIONS AND ADDITIONAL TERMS &amp; CONDITIONS</b> | <b>7</b>                            |
| <b>PROPOSAL REQUIREMENTS</b>  | <b>18</b>                           |
| <b>SELECTION CRITERIA</b>   | <b>19</b>                           |
| <b>SUBMITTAL REQUIREMENTS</b>   | <b>20</b>                           |
| <b>ATTACHMENT 1 - SAMPLE CONTRACT</b>   | <b>20</b>                           |

## 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.**

- 2. 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>

- 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>

- 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.**

- (a) Form A – Representation by Individual (Regardless of Value)
- (b) Form B – Representation by Entity (Valued at \$50,000 or less)
- (c) Form C – Affidavit by Entity(RECOMMENDED) (Valued at \$50,000 or more)
- (d) Form D – New Resolution by Entity
- (e) 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](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

### **3. 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 proposals response 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.

- 1. Contractor Information/Electronic Signature Page – Web Based fillable Form
- 2. Employment Information Form (DAS-45) – Web Based fillable Form
- 3. Statement of Qualifications (DAS-14) – PDF Fillable Form
- 4. Connecticut Economic Impact Form (DAS-46) – Web Based fillable Form
- 5. Reverse Auction Vendor Workbook-Excel Format
- 6. RFP Addendum (RFP-18) – if applicable

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

- 7. Standard Terms and Conditions (RFP-19)
  - (a) Request for Proposal Document (RFP-22)
  - (b) Request for Proposal Contract (RFP-50)
  - (c) Contract Exhibit A – Description of Goods & Services and Additional Terms & Conditions
  - (d) Contract Exhibit C – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitations Limitations

### **4. 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

The State of Connecticut Department of Administrative Services ("DAS") is issuing this Request for Proposal (RFP) to establish a contract for food distribution services to State Agency locations listed in Schedule 1 (herein referred to as the Client Agency).

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.

## Scope

1. The Client Agency locations estimated spend is approximately \$18 million per year. While there is no firm guarantee that the Client Agency will continue to require the same volume of food in the future, the expectation is that in the near future, the volume of purchases should remain constant.  
  
Additionally, there is potential spending from noncompulsory entities, which include institutions of higher education, political sub-divisions, towns, municipalities, etc., which are not required to use the State contracts. It is the State's goal to encourage these noncompulsory entities to use the competitive contract(s) resulting from this RFP, although their participation is not mandatory.
2. The resulting contract will service a broad population which includes wards of the State. It is essential that the awarded contractor(s) provide uninterrupted levels of service, food products and immediate response time and remedies whenever necessary for the safety of all parties.
3. The State intends to:
  - Utilize one contractor to allow Proposers to offer more aggressive pricing due to increases in volume and allow the State to realize the subsequent savings resulting from the decreases in prices and to simplify the billing and administration for the future contract. However, the number of contractors will be determined with respect to what is in the best interest of the State.
  - For Connecticut certified small and minority-owned businesses to have adequate opportunity to participate through partnerships with full service food distribution companies or other models.
4. The length of the contract resulting from the RFP (the "Contract") will be for a three year period (with the opportunity for a three year extension). The estimated effective date of the Contract is November 1, 2019.

5. This Contract replaces the following contract award(s) in part: 09PSX0330. The following is a link to the current contract: [https://biznet.ct.gov/SCP\\_Search/ContractDetail.aspx?ID=8802](https://biznet.ct.gov/SCP_Search/ContractDetail.aspx?ID=8802)

## Instructions to Proposers

### (1) Proposal Schedule:

|  |       |                                      |
|--|-------|--------------------------------------|
| RELEASE OF RFP:                          | Date: | 2 May 2019                           |
| RECEIPT OF QUESTIONS:                    | Date: | 9 May 2019, by noon Eastern Time     |
| ANSWERS TO QUESTIONS POSTED AS ADDENDUM: | Date: | 13 May 2019                          |
| RFP DUE DATE:                            | Date: | 30 May 2019 at 2:00 pm Eastern Time  |
| Reverse Auction                          | Date: | 27 June 2019 at 9:00 AM Eastern Time |

- (2) **Pre-Proposal Meeting Requirements:** This RFP contains no pre-proposal meeting requirements.
- (3) **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](mailto:lynn.peccerillo@ct.gov).
- (4) **Reverse Auction Requirements:** This RFP is being conducted through an online reverse auction (the "Reverse Auction") process managed and hosted by EASiBuy, LLC (hereinafter referred to as "EASI"). The RFP process has two phases, as follows:

**Phase 1:** Proposers shall complete and submit all proposal response forms submittal requirements outlined throughout the RFP through the BizNet system no later than the RFP due date and time specified in the Proposal Schedule.

Proposal response forms and required submittal documents will be reviewed and scored by a selection committee based on the selection criteria (excluding Value) listed in the "Selection Criteria" section of the RFP.

Proposers that meet the selection criteria (excluding Value) will move onto Phase 2 of the RFP process (price submission).

All proposers of Phase 1 shall be notified by DAS/Procurement Division if such proposers are selected (or not) to participate in Phase 2 of the Reverse Auction (price submission). Participation in Phase 1 of this RFP process is a prerequisite to participating in Phase 2 of the Reverse Auction.

**Phase 2:** Proposers who are notified by DAS/Procurement that they are able to submit pricing via the Reverse Auction process scheduled by the DAS/Procurement and EASI to occur on **27 June 2019 at 9:00 AM**. Upon conclusion of the Reverse Auction, the selection committee shall use the Reverse Auction final price submissions to complete the evaluation and determine the most advantageous proposer in accordance with the selection criteria.

### Reverse Auction Procedures:

- (A) After the evaluation of Phase 1 submissions, DAS/Procurement Division will provide EASI with a list of all proposers who are qualified in accordance with the selection criteria to participate in the Reverse Auction.
- (B) EASI shall provide notice to each proposer through telephone or email regarding the proposer's inclusion. EASI's notice will be the official invitation to participate in the Reverse Auction. The proposer shall execute the EASI Supplier Agreement Terms and Conditions (the "EASI Agreement"). The EASI Agreement must be executed directly between the proposer and EASI prior to the Reverse Auction event.
- (C) EASI shall work with the proposer to prepare for the Reverse Auction prior to the Reverse Auction event.

Preparation may include, but is not limited to: configuration of the auction computer system, testing of the proposer's interface, review and discussion of the online Reverse Auction event procedures and other documentation, and training, at no cost.

- (D) During the online Reverse Auction event, EASI shall allow only those proposers that have been qualified to participate. EASI shall provide the necessary administrative support and comprehensive data security to ensure that the integrity of the Reverse Auction event is not compromised including, but not limited to, the confidentiality of each qualified proposer participating in the Reverse Auction.
  - (E) EASI shall commence the Reverse Auction event through electronic notification to all qualified proposers. Proposers may submit multiple prices during the Reverse Auction event.
  - (F) Proposers shall submit proposals by, or under the direction of, an authorized representative of the proposer as designated in the qualifications summary in the BizNet system. If a different representative is designated by the proposer, proposer shall be responsible for such representative's actions during the Reverse Auction event.
  - (G) EASI shall handle any proposer issues that arise during the Reverse Auction event and shall communicate such issues to the bid proctor.
  - (H) The Reverse Auction must have a scheduled stop time as determined by EASI and DAS/Procurement Division. The Reverse Auction may be extended by EASI if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension are contained in EASI's Reverse Auction event procedures. EASI shall review and discuss such Reverse Auction procedures with all qualified proposers prior to the commencement of the Reverse Auction.
  - (I) The Reverse Auction event must conclude at either the scheduled stop time or at the time at which all time extensions are completed, whichever is later.
  - (J) Upon conclusion of the Reverse Auction event, the selection committee shall use the Reverse Auction final price submissions to complete the evaluation and determine the most advantageous proposer in accordance with the selection criteria.
  - (K) EASI shall keep a written event record, which must include, but is not limited to, prices offered by each proposer. EASI shall provide the written event record to DAS/Procurement promptly after the Reverse Auction event.
  - (L) EASI shall invoice the awarded proposer(s) (the "Contractor") a supplier transaction fee in accordance with the terms and conditions of the EASI Agreement.
- (5) 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).
- (6) 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

### A. DESCRIPTION OF GOODS AND SERVICES:

1. **Specifications:** This Contract (resulting from this solicitation) includes all costs associated for the completion of the requirements outlined throughout this Contract, including but not limited to labor, materials, tools,

equipment, storage, processing, transportation, delivery and fuel costs. Contractor shall supply and deliver a full range of food products to Client Agency facilities located throughout the State.

The Contractor shall provide uninterrupted levels of service, food products and immediate response time and remedies to Client Agency facilities whenever necessary.

2. **Products:** Contractor shall deliver products that are fresh, high in quality and are in compliance with all USDA, US Food and Drug Administration (FDA), Hazard Analysis and Critical Control Point (HACCP), State and local food codes, regulations and guidelines for food handling practices during all stages of manufacturing, processing, distribution and storage. Client Agency may require split packaging.
3. **Non-Pricing Related Cost Reductions:** Contractor shall initiate and support value-engineering programs throughout the term of the Contract. Examples of value engineering savings include, but are not limited to: Brand or label standardization; Process and productivity improvements (Including but not limited to KanBan, Point-of-Use, e-Commerce.) Throughout the term of the Contract, the DAS and Client Agency are open to discussions related to any potential cost reduction opportunities available through the purchase of comparable products.
4. **Nutritional Information:** Product information must be clearly identified on packaging. The Contractor shall provide the nutritional data ingredient list, nutritional analysis, product formulation statements 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 requested 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 term of the Contract. All products delivered must contain the "expiration date" or "best if used by date".

5. **Geographic Preference:** The Contractor shall commit to the procurement of Connecticut grown products in accordance with Connecticut General Statute (CGS) 4a-51 (b) and CGS 22-26e as amended. The Contractor shall work with the Client Agency to procure these products.
6. **Products with Recycled Content:** Contractor shall comply with guidelines surrounding recycled content. These guidelines are located at the following website addresses, as modified from time to time: [http://www.ct.gov/deep/cwp/view.asp?a=2714&q=324892&depNav\\_GID=1645](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. The following link will assist in any questions regarding the CT Bottle Bill: [https://www.ct.gov/deep/cwp/view.asp?a=2714&q=324838&deepNav\\_GID=1645](https://www.ct.gov/deep/cwp/view.asp?a=2714&q=324838&deepNav_GID=1645). In addition, Contractor shall offer alternative product containers for beverages.

7. **Partnering Efforts with DAS Supplier Diversity program:** Contractor shall assist the DAS Supplier Diversity program and Client Agency in identifying Small Business Enterprise (SBE) and Minority Business Enterprise (MBE) vendors (collectively known as SBE/MBE vendors) products. Contractor shall work with the Client Agency to procure these products to support this program.
8. **Ordering System:** Contractor shall have 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 contain a field where the Client Agency 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.



During the term of the Contract, the Contractor shall arrange and coordinate training and instruction to Client Agency staff on how to use the Contractor's ordering system. All expenses for the training shall be borne by the Contractor.

9. **Delivery:** Contractor shall deliver to Client Agency locations (which shall include multiple drop points within a location) throughout the State.
- a. Contractor shall provide delivery in accordance with the Schedule 1- Delivery Schedule. Deviations from this schedule must be approved by the Client Agency authorized representative. The State reserves the right to add locations as necessary.
  - b. Delivery schedules for locations not specified must be made in accordance with the schedule agreed upon between the Contractor and Client Agency. Deliveries must be between the hours of 4:30 am and 1:00 pm, Monday through Friday, except on holidays or at other times when the Client Agency is closed, including but not limited to inclement weather. The Contractor shall make good faith efforts to make on-time deliveries.
  - c. Contractor shall deliver ordered products within twenty four (24) to forty eight (48) hours of order placement by using facility.
  - d. Client Agency can add or remove products from a scheduled delivery if the Client Agency communicates the change to the Contractor within one (1) working day prior to the scheduled delivery date.
  - e. Contractor shall have a 98% or better fill rate.
  - f. Contractor shall deliver and off load all products to locations specified by the Client Agency. Specific location(s) include dock or areas inside of the facility such as a storeroom and food preparation area.
  - g. All deliveries including but not limited to shortage(s), breakage and incorrect items must be delivered to their original delivery location.
  - h. 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 FDA guidelines. The Contractor shall deliver all products in first-class condition at the point of delivery, and in accordance with good commercial practice.
  - i. The containers holding the products must be clean at all times.
  - j. All products must be labeled and packaged adequately to assure safe handling and proper delivery.
  - k. 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.
  - l. Contractor shall provide all delivery equipment.
  - m. 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.
  - n. 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 the Client Agency to "double up" on their purchase 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.

10. **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.
11. **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.
12. **Out of Stock (Substitutions):** Contractor shall not substitute any product ordered without prior approval by 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 Account Representative shall get authorization from the ordering Client Agency (at least twenty four (24) to twenty eight (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 item costs less than the original ordered product, 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 as "substitute."

If a suitable substitute 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 in accordance with Section 13 Open Market Purchases of the Contract and 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 contractors from Client Agency.

13. **Discontinued Products:** The Contractor shall notify the Client Agency of products, which they order on a continuous basis, if a manufacturer discontinues said product. The Contractor shall provide written notification to the Client agency of the discontinued product.

Contractor shall work with the Client Agency and DAS to identify and implement alternative product that maintain or reduce costs associated with the replacement product. The Contractor shall provide samples of the replacement product to the Client Agency. Contractor shall purchase brand items that meet the specific needs of the Client Agency.

14. **Sample products for evaluation:** Contractor shall provide sample products for evaluation to the Client Agency at no additional cost to the Client Agency.
15. **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.

In the event that there is a recall of further processed USDA Foods or USDA Donated Foods, the Contractor shall follow the USDA procedure for recall of USDA Foods and shall assist the Client Agency and the DAS throughout the recall process.

16. **Product Testing:** Some products may be lab tested as part of the evaluation process. In such cases, the broker or manufacturer's representatives shall pay the laboratory costs for any required test. The Proposer shall be responsible for laboratory costs necessitated by complaint (i.e., determination of wholesomeness, etc.).

The State will choose and use an independent laboratory for all testing resulting from this Contract.

17. **Lock Out Items:** The State may require that certain items contained in the Proposer's Cost Plus offering be locked out and therefore are unavailable for purchase. Lock out items will be determined by the State.
18. **Discrepancies:** The Contractor shall resolve all discrepancies not specifically described in these specifications (including but not limited to shortages, overages, breakage, incorrect items) within five (5) business days from notification. 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.
19. **Returns:** The Contractor shall provide credit and/or replacement of products that are spoiled, outdated, damaged or defective, and products ordered or shipped in error. All products must be picked up by the Contractor after Client Agency notification and replaced with the specified products. Perishables, fresh produce meat, poultry, seafood, and dairy items must be replaced within 24 hours.

The Contractor shall provide credit and/or replacement of products ordered in error by the Client Agency at no expense to the Client Agency. Products must be returned for credit within 48 hours from receipt. The Client Agency can return the product through the Contractor's delivery route personnel. Products that are returned must be in re-sellable condition (original container, unused).

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

20. **Account Representative:** Contractor shall designate one (1) individual that shall be solely dedicated to this Contract as the primary contact person "Account Representative" to ensure strict adherence to the contractual requirements and communication with the Client Agency. The Account Representative shall be responsible for the day-to-day operations and all problem solving related to this Contract. The Account Representative shall respond to Client Agency calls or emails within twenty-four (24) hours of initial contact. In addition, the Contractor shall provide the name of one (1) backup individual who shall assume the responsibilities of the Account Representative in his/her absence.
21. **Customer Service Support:** Contractor shall provide customer service support to handle questions or problems that may arise when the Account Representative and/or backup is not available. Customer service support must have access to information to provide immediate response to inquiries concerning the status of regularly scheduled food delivery, emergency service requests, Contract pricing, Contract services or exclusions, Contract compliance requirements, and general service information. Customer service support shall be available Monday through Friday from 7:00 AM to 3:00 PM EST, by telephone (Connecticut or toll free (800) number preferred), fax, or email.
22. **Advisory Group:** DAS administers Advisory Group ("Group") meetings that consists of key end users of the Contract. The Contractor's Account Representative shall attend these meetings to:
  - a. Discuss topics including but not limited to: new products, standards and current industry trends
  - b. Assist with contract administration, provide reporting for savings opportunities, dispute resolution, coordinate presentations by food brokers and manufacturers, coordinate business reviews and establish actions plans to correct and monitor results
  - c. Recommend product offerings to bring the latest ideas and culinary trends to the Group
  - d. Suggest product offerings and special programs designed to meet the needs of the Group.
  - e. Suggest process and productivity improvements and value engineering programs.
23. **Quality Assurance Program:** Throughout the term of the Contract, the Contractor shall 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.

24. **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 of the Contractor's suppliers of purchased products.
- a. 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 is available on the following website address, as it may be modified from time to time: <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>
  - b. The 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 website address, as modified from time to time, provides information regarding HACCP: <http://www.fda.gov/Food/GuidanceRegulation/HACCP/>
  - c. The 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. The following website address, as modified from time to time, provides additional information: <http://www.fda.gov/food/guidanceregulation/haccp/ucm2006801.htm>
  - d. Contractor shall verify that all of their suppliers and manufacturers have verifiable HACCP and food safety programs in place at their facilities, and provide evidence of such verification upon the Client Agency's request.
25. **Standards for Storage and Warehouse Facilities:** Contractor shall be a licensed and/or registered public warehouse or commercial facility providing warehouse services. All Contractor facilities will be subject to inspection by local, State and Federal agencies. Contractor shall provide facilities for the safe and sanitary storage and handling, processing, warehousing, storage and distribution of food products which:
1. Are in compliance with all local, State and Federal regulations concerning food.
  2. Maintain throughout the term of the Contract a Contractor-operated warehouse(s) that can provide for the delivery and storage of all items covered by this Contract.
  3. Are sanitary and free from rodent, bird, insect and other animal infestations.
  4. Safeguard against theft, spillage and other loss.
  5. Maintain foods at proper storage temperatures per Hazard Analysis Critical Control Points ("HAACP").
  6. Store food off the floor in a manner to allow for adequate ventilation.
  7. Take other protective measures as may be necessary.
- The State reserves the right to inspect the Contractor's facility at any time, without notice, during the Contract term.
26. **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.
27. **Pest Control:** Contractor and their subcontractors shall have an integrated pest management (IPM) program in place 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). IMP programs must remain in place and will be subject to periodic review throughout the term of this Contract.

28. **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/>
29. **Civil Preparedness Emergency:** In the event of serious disaster, terrorist 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. The following website address, as modified from time to time, provides additional information:  
<http://www.ct.gov/demhs/cwp/view.asp?a=4490&q=553258&demhsNav=|42956|>
30. **Emergency Contact(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.
31. **Catch Weights:** Total pricing will be determined by the cost of each product per pound multiplied by the total weight of the product to be delivered. During the term of the Contract, catch weight products including but not limited to pork chops, roasts, ground beef will be priced on the per pound basis, ~~as provided in the CORE Product tab of Exhibit B—Price Schedule.~~
32. **Reporting:** The Contractor shall submit usage reports in Microsoft Excel to DAS and each Client Agency. The reporting period may be determined (monthly, quarterly, and annually) based on the need and may include the following:
- Usage reports indicating sales by volume for each Client Agency.
  - Fill rate information for core and non-core items by individual agency, and by individual ordering facility to include the number of orders received, orders processed, back orders, and partially filled orders.
  - Substitution information for core and non-core items, statewide, by individual agency, and by individual ordering facility to include the number of orders received, orders processed, back orders, and partially filled orders.
  - Reports by Facility, Category, Individual Products
  - Rebate, discounts and other applicable credits
  - Reports detailing the purchase by sales of small and minority businesses certified by DAS Supplier Diversity
  - CT Grown Purchases
  - Opportunity buys or vendor specials or vendor closeouts
  - Any additional report that DAS and the Client Agency may deem necessary.
- These reports must be in the format approved in advance in writing by the DAS Contact Specialist responsible for this Contract.
33. **Audits:** The Contractor shall allow for the Client Agency or DAS to audit contracted items monthly or as needed. The audit will be based on a review of items pre-determined by DAS. Typically, the audit will consist of ten (10) items at a minimum; however, the DAS reserves the right to audit any number of contracted items.

**B. ADDITIONAL TERMS AND CONDITIONS:**

1. **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.
2. **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.
3. **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.

4. **Reverse Auction Transaction Fee:** The Contractor(s) with whom the State of Connecticut enters into a Contract shall pay a transaction fee in the amount of one-fifth of one (1) percent (.2%) of the total Contract amount (the "Fee"). Contractor shall pay the Fee directly to EASiBuy, LLC ("EASI") pursuant to the EASI Supplier Agreement Terms and Conditions executed by the Contractor and EASI and returned to the State of Connecticut prior to the bid response due date as indicated in the ITB.
5. **Awarded Contractor Reporting and Payment Terms and Conditions:** The awarded Contractor(s) shall pay the Fee to EASI for all payments received from the Client Agency, any of its political subdivisions or any other entity resulting from the Reverse Auction event or subsequent Contract.

Upon written notification of the Contract award, the Contractor(s) shall immediately provide automated clearing house or credit card information (the "Preferred Transaction Fee Payment Method") to EASI. EASI shall charge Contractor paying via credit card an additional credit card processing fee in the amount of three percent (3%) of the Fee. EASI shall charge the Contractor(s) via the Preferred Transaction Fee Payment Method based on the below terms.

6. **Term Purchases:** If purchased goods and services are ongoing in nature, the Contractor shall enter into the Strategic Sourcing Solution all payments received from the Client Agency and details of all goods and services, quantities and prices associated with such payments within ten (10) days of the end of each month. If the Contractor fails to enter the Client Agency's payment information by the tenth (10<sup>th</sup>) day of the month, EASI shall charge to Contractor's Preferred Transaction Fee Payment Method an amount equal to one (1) month of the overall Contract value estimated by the Client Agency multiplied by the Fee percentage. EASI shall charge the Fee to the Contractor's Preferred Transaction Fee Payment Method within fifteen (15) days of the end of each month.
7. **Audit Right:** The State of Connecticut and EASI reserve the right to audit the accuracy of the Fees. Audits must be conducted during regular business hours, with no less than fifteen (15) business day's prior written notice to the Contractor(s), and in such a manner as not to unreasonably interfere with the Contractor's normal business activities. The Fees for any errors or omissions disclosed by any such audit must be due immediately. If the Fees are determined to have been underpaid by more than five percent (5%) for the period audited by either EASI or the

State of Connecticut or both as a result of such audit, the Contractor(s) shall immediately pay for the costs of such audit.

8. **Performance Monitoring:** Throughout the term of this Contract, Client Agency Designee and DAS will monitor the Performance of the Contractor. The Client Agency Designee shall report to DAS and the Contractor if breach or poor performance is found at the Facility. All data collected will be saved to the Contract file and DAS shall use such data to determine whether the Contractor is qualified for future bids / proposal evaluations
9. **Subcontractors:** DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity 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. Contractor 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 Contractor to DAS upon request.
10. **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.
11. **Department of Correction Requirements for Contractors who Perform at a Correctional Facility**
  - (1) Facility Admittance
    - (M) 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.
    - (N) 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:
      1. Name
      2. Date of Birth
      3. Social Security Number
      4. Driver's License Number
      5. Physical Characteristics (such as age, height, weight, etc.)
  - (2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

    - (A) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
    - (B) 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.
    - (C) No verbal or personal contact with any inmates.

- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) 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 any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) 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.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) 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:

(A) 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.

(B) Inmates

There 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.

(C) 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.



(D) 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.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. 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.
2. 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.]
3. 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.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

34. 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.

35. 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.]

(C) 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:

1. 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.

Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

## Proposal Requirements

1. **Contract Period:** The State intends that this contract shall be in effect from November 1, 2019 for a 3 year period.

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.

2. **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>

3. **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.
4. **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.

5. **Stability of Proposed Prices:** Any price offerings from proposers must be valid for a period of 90 days from the end of the reverse auction.
6. **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.
7. **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.
8. **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.
9. **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.
10. **Erroneous Awards:** DAS reserves the right to correct inaccurate awards.
11. **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.
12. **Ownership of Proposals:** All proposals shall become the sole property of the State and will not be returned.
13. **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.
14. **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

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.

**2. Value (Reverse auction results)**

- a. Reverse auction results ~~fixed pricing and~~ cost plus percentage
- b. Reverse auction results cost plus percentage for Administrative fee for third party Opportunity Buys

**3. Delivery and Account Management**

- a. Ability to adhere to delivery requirements/Extent of ability to fulfill geographic areas; warehousing capacity.
- b. Plan for implementation/transition, administration, customer service support, contract management and training programs.
- c. Reporting Capabilities

**4. Applicable Content**

- a. Online Ordering System
- b. Ability to meet terms and conditions and provide services throughout this RFP
- c. Quality Control, Quality Assurance programs, Safety , Emergency programs

**5. Experience and Business Information**

- a. Account Representative, customer service, management qualifications and experience with similar operations.
- b. Company's qualifications and experience with similar operations.

**6. Added Value Offerings**

- a. Proposed value added offerings.

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**

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 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.