

# Request for Proposal #19PSX0180

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Preventive Maintenance, Repairs, Call-In Services, Calibrations, Inventory Management and Reporting of Biomedical Equipment.

Contract Specialist: **Arlene Watson-Paulin**

Date Issued: **12 September 2019**

Due Date: **22 October 2019 at 2:00 pm Eastern Time**

**Department of Administrative Services  
Procurement Division**



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# Request for Proposals (RFP)

Preventive Maintenance, Repairs, Call-In Services, Calibrations, Inventory Management and Reporting of Biomedical Equipment.

## 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:**

<https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Admin-Instructions.pdf?la=en>

(a) 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>

(b) 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](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, Contractors 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
- Contract Exhibit B – Price Schedule (RFP-16)
- RFP Addendum (RFP-18) – if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the Contractor 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 – 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:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) 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: <https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Upload-Instructions.pdf?la=en>

***Contractors 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 to solicit proposals for preventive maintenance, repairs, call-in services, calibrations, inventory management and reporting of biomedical equipment for All Using State Agencies referred to herein as the "Client Agency".

## Scope of Services

Contractors interested in responding to this solicitation must demonstrate their ability to successfully provide the required services outlined in the Scope of Work and RFP submittal document contained herein. Only those proposals from qualified Contractors meeting the requirements will be considered.

Attachment 2 is a listing of the Client Agencies current equipment list and locations. The list consists of Biomedical Equipment to include but not limited to:

- Oxygen Concentrators, Defibrillators, Suction Pumps, Centrifuges, Vital Signs Monitors, Pulse Oximeters, Thermometers, Electric beds

Attachment 3 is the Submittal Required Documents – Contractors must return this document with response. Failure to return the document may result in your proposal being disqualified.

Attachment 4 – Exhibit B – Price Schedule - Proposer please use to submit pricing.

The resultant Contract will also include repairs to air mattresses upon Client Agency request.

The Contract resulting from this solicitation will replace the following contract award(s) in part or in total: 14PSX0064

## Instructions to Proposers

### 1. Proposal Schedule

RELEASE OF RFP:	Date:	12 September 2019
OPTIONAL PRE-PROPOSAL MEETING:	Date:	27 September 2019 at 11:00 am Eastern Time
	Location:	State of Connecticut - 450 Columbus Boulevard, Hartford, CT 06106
RECEIPT OF QUESTIONS:	Date:	1 October 2019, by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	4 October 2019
RFP DUE DATE:	Date:	22 October 2019 at 2:00 pm Eastern Time

### 2. Pre-Proposal Meeting Requirements

This RFP contains an optional pre-proposal meeting requirement. This allows for the proposer to determine whether or not to attend the meeting without disqualification for absence as a possible result. Proposers who are interested in attending the meeting at the specified date/location listed above.

The state will not be responsible for reiteration of the items discussed at the pre-proposal meeting to companies and their representatives who did not attend the meeting. Furthermore, those proposers who do not attend the meeting waive their right to protest for inaccuracies in their RFP based upon omissions and non-compliance due to information discussed at the pre-proposal meeting.

### 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, Arlene Watson-Paulin via email: [arlene.watson-paulin@ct.gov](mailto:arlene.watson-paulin@ct.gov).

#### 4. 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, Arlene Watson-Paulin via email: [arlene.watson-paulin@ct.gov](mailto:arlene.watson-paulin@ct.gov).

#### 5. 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.

### Scope of Work

#### 1. DESCRIPTION OF GOODS AND SERVICES:

- (a) Contractor shall perform preventive maintenance, repairs, call in services, calibrations, inventory management and reporting of biomedical equipment to All Using State Agencies referred to herein as the "Client Agency".

#### 2. Contractor Responsibilities:

- (a) Contractor shall provide a Designated Account Manager to handle the day to day operations of this Contract. See Designated Account Manager for description of tasks.
- (b) Designated Account Manager shall be responsible for managing all Client Agencies locations. If Contractor Designated Account Manager is reassigned during the term of the Contract, the Contractor must provide within three (3) days the name and contact information for the new Designated Account Manager.
- (c) Designated Account Manager shall attend an initial Contractor kickoff meeting with each Client Agency contact or designee within ten (10) days prior to the start of the Contract. Contractor kickoff will consist of but not be limited to a review and update of each Client Agency initial equipment list, meet contractor technician responsible for location, set schedules and discuss expectations under the Contract award. Client Agency will schedule kickoff meeting.
- (d) Contractor shall perform all Preventive Maintenance (PM), inspections, calibrations and repairs, emergency services, inventory management and reporting in compliance with all State and Federal regulations and manufacturer recommendations.
- (e) Contractor shall supply all tools, equipment and replacement parts necessary to perform services.
- (f) Contractor and all customer service technician shall possess and maintain all certifications and licenses required for services throughout the Contract term.

- (g) Contractor shall sign in and out at the Client Agency for all visits. Failure to sign in and out will be deemed as work not performed at the Client Agency. Contractor shall contact Client Agency contact or designee if sign in/out sheet is not available.
- (h) Contractor shall maintain their service telephone number listed for normal and call-in services during the term of the Contract. Any update to this information must be submitted to the Client Agency contact and DAS, Procurement Division.
- (i) Contractor shall be responsible for loss of all Contractor provided equipment and tools at the Client Agency.
- (j) Contractor shall meet with regulatory agencies i.e. (Department of Public Health) upon request from the Client Agency contact within twenty-four (24) hours as required.
- (k) Contractor shall attend at the request of the Client Agency the Environment of Care (EOC), Pharmacy and Therapeutics and any other committee meetings with regard to the management of bio-medical equipment at the Client Agency. Client Agency will schedule all requests with Contractor.
- (l) Contractor shall immediately report to the Client Agency contact via email any hazard product recall notifications. The Contractor shall react quickly and decisively to a recall situation in order to prevent any impact to Client Agency patient health or safety. The recall notice must include information regarding the recalled product, the intended device use, the reason for the recall, who may be affected, what to do, contact information, and the date the recall was initiated.
- (m) All recalled products must be removed from the assigned location and be replaced with the manufacturer replacement product at no additional cost to the Client Agency.
- (n) The Contractor shall perform repair services on air mattress and pumps not listed on the inventory equipment list as needed at the hourly rate listed in the Exhibit B – Price Schedule.

**3. Client Agency Responsibility:**

- (a) Each Client Agency must provide a Client Agency contact name, email address and phone number at Contractor kickoff meeting.
- (b) Client Agency contact shall provide to the Contractor at the initial meeting the most up to date listing of the equipment at their agency.
- (c) The headings on the listing will include but not be limited to:
  - Agency name
  - Location
  - Equipment name
  - Manufacturer
  - Model No
  - Serial No
  - Tag # (if available)
  - Quantity



- Status (inspection due, pending parts, etc.).
- (d) Client Agency contact shall provide a sign in and out sheet for all Contractor visits.
- (e) Client Agency contact shall be responsible for notifying the Contractor of any existing equipment under warranty. The Contractor shall be responsible for all aspects of warranty administration and shall ensure that service is performed according to manufacturer warranty procedures.
- (f) Client Agency contact shall inform the Contractor of any changes in Agency contact information.
- (g) Client Agency reserves the right to request the removal of the service technician at any time for any reason it deems necessary. In such an event the Client Agency contact shall submit a written request for the removal of said technician to Contractor Designated Account Manager via email. Request must include reason/s for change of service technician. Contractor shall have a replacement assigned to work on-site, within a ten (10) day period.
- (h) Client Agencies shall provide a dedicated space on-site for Contractors service technicians to operate from.

**4. Designated Account Manager- Responsibilities/Duties:**

- (a) Proposer shall have within its employment a Project Manager who possess at least five (5) years of experience of managing laboratory and biomedical equipment maintenance calibration, and repair services and is skilled and knowledgeable in qualifications necessary to direct Proposers technicians who will be performing services under the awarded Contract. If Proposers Project Manager is also functioning as a technician then the Project Manager must possess a Certified Biomedical Equipment Technician (CBET) certification and maintain throughout the duration of the Contract.
- (b) Contractor Designated Account Manager shall be responsible for providing daily operations of the Contract to ensure their team remains in compliance with product quality, equipment, procedural standards, health and safety protocols, as well as Contractor responsibilities specifications outlined in the Contract.

Responsibilities include:

- Ensures proper and timely Performance Maintenance scheduling completion;
- Acts as a liaison between Client Agency personnel with service, questions, problems or communication with Contractor service technician;
- Participates in timely and efficient service to Client Agency;
- Supplies ongoing progress updates to the Client Agency through completion of service;
- Provides first line service response for equipment when requested by Client Agency;
- Provides direct service whenever possible to Client Agency;
- Ensures complete service is provided according to the contracted terms and conditions;

- Prepares and/or organizes all documentation such as service records contract information, equipment inventory, client agency reports, inventory, repairs and emergency services;
  - Monitors activities to verify integrity of work from the Contractor service technicians;
  - Suggest cost effect services to Client Agency when realized;
  - Schedules and attend quarterly review meetings with Client Agency to discuss outstanding issues, process improvement;
  - Coordinate JCO inspection with Client Agency as relatable to Contract compliance;
  - Participates in developing and establishing policies and procedures related to quality assurance, safety standards;
  - Participate in the initial and on-going performance to ensure Client Agency equipment continues to perform in line with regulatory requirements and in accordance with best practice standards;
  - Acknowledge and respond to Client Agency concerns and queries within the same business day;
  - Communicate with Client Agency in the event of a change in technician at their location;
  - Other related request not mentioned above as required by the Client Agency.
- (c) If Designated Account Manager information changes during the term of the Contract, Contractor must notify Client Agency contact or designee and DAS, Procurement Services, Arlene Watson-Paulin at [Arlene.watson-paulin@ct.gov](mailto:Arlene.watson-paulin@ct.gov) immediately via email with updated information.

**5. Contractor Service Technician (CST) – Responsibilities/Duties:**

- (a) Contractor’s CST shall obtain by the Contract start date their (CBET) certification and maintain their certification throughout the duration of the contract.
- (b) Contractor’s CST(s) performing work under the Contract shall be responsible for independently performing troubleshooting and preventive maintenance, repairs and calibrations installation, call-in services, inventory management and reporting on all biomedical equipment located at the Client Agency.

**Responsibilities/Duties Include:**

- Evaluate, installs, troubleshoots, repairs, calibrates, perform emergency services to maintain all biomedical related equipment;
- CST is responsible for keeping biomedical equipment in working order by performing tests, following manufacturer preventive maintenance guides, repairing and troubleshooting;
- Performs performance assurance inspections and scheduled maintenance in accordance with manufacturer’s warranty and written Client Agency procedures in a timely manner;

- Verifies technical standards pertaining to biomedical equipment safety and performance;
- Researches and locates parts for repairs when needed;
- Performs technically competent and thorough service and repairs;
- Assists in equipment evaluations and incident investigations;
- Complies with current regulatory and other standards, codes and procedures;
- Sets priorities/schedules for service and completes repairs in a timely manner to maintain a greater than 97 percent in service rate ;
- Performs equipment inspections and scheduled maintenance in accordance;
- Performs tests and measurements as required by Joint Commission and other regulatory agencies;
- Performs comprehensive post-repair testing to verify equipment function;
- Ensures cleanliness of equipment prior to returning to use;
- Schedules PM and all other services with Client Agency in advance and arranges for availability of equipment to be worked on;
- Respond to Client Agency request for Repairs within two (2) hours via phone and follow up email to acknowledge request and schedule work to be performed;
- Failure to respond within the two (2) hours of phone call will result in vendor performance being filed against Contractor by Client Agency.
- Communicates with Client Agency of status and reasons for any significant delays and keeps them informed through the process;
- Maintains and effectively communicates knowledge of Contractor contractual obligation to Client Agency for services.

**6. Preventive Maintenance (PM):**

- (a) All PM must be coordinated between Client Agency and Contractor to ensure the inventory list is accurate prior to coming on site.
- (b) All PM will be done on-site at the Client Agency facility and during normal working hours of 8:00 a.m. to 5:00 p.m. Monday thru Friday.
- (c) All PM services performed must meet all applicable manufacturer's recommendations and any other State safety and health standards relevant to the equipment being serviced.

**7. Invoicing:**

- (a) All Contractor invoices shall be itemized and include the following:
- Client Agency name and purchase order number;
  - Date of service
  - Location of service;
  - Description of work performed;
  - Itemized by service type and part unit pricing.
- (b) All invoices must be accompanied by a legible copy of the signed service report. Failure to comply with invoicing requirement may result in delayed payments.
- (c) Any discrepancy in invoicing, Contractor Account Manager will work expeditiously with Client Agency to resolve issue prior to any payment of said invoice.

**8. Equipment Performance Standards:**

The guaranteed performance uptime for each piece of equipment is a minimum of ninety-seven percent (97%).

Should the equipment fail to meet the uptime criteria in any calendar month then a credit based upon the contract price for the calendar month will be determined as follows:

Equipment or Medical Device Uptime	Monthly Price Credit
97% - 100% uptime	0%
93% - 96.9% uptime	20%
90% - 92.9% uptime	40%
87% - 89.9% uptime	60%
83% - 86.9% uptime	80%
Below 82.99% uptime	100%

The basis for each measurement period is the total number of hours per month the equipment or medical device is in-service at the Client Agencies divided by the total number of hours in a service month including weekends and holidays. "In Service" is defined as in use or in stand-by status available for use by the Client Agencies.

Downtime will be determined in monthly increments by calendar month in accordance with the following:  
Total hours per month equipment or medical device is out-of-service divided by the total number of hours in the service month.

The equipment or medical device will be considered out-of-service if the equipment or medical device is inoperable or not able to perform the function it was designed to perform. The Client Agencies will determine the function of the equipment and medical devices.

Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, time the equipment is not operable due to damage from misuse, operator error, inadequate environmental conditions including air conditioning, failure or fluctuations in electrical power supply, acts of God or strikes or fires will also be excluded from these performance standards

Downtime is calculated from the time a telephone call is made to the time Contractor places item back in service.

Contractor shall maintain a log specifying the dates and the causes of all unplanned equipment or medical device downtime.

The Client Agencies will validate the log as often as necessary, but not less than annually.

Credit will be applied to the following month's invoice. Failure to request credit in following month's invoices shall not constitute a waiver of such right which may be exercised at any subsequent time.

Equipment uptime below the ninety seven percent (97%) uptime defined above, within thirty (30) consecutive calendar days, shall be considered as a Contractual default and the Client Agencies shall have the right to give Contractor notice thereof.

#### **9. Call-In Services:**

(a) Contractor shall respond to Client Agency request for Emergency Services within one (1) hour of request by Client Agency via phone and follow up with an email to acknowledge request.

(b) Contractor shall within four (4) hours of request report to Client Agency location to perform required Call-In Services.

(c) If Contractor fails to report to the Client Agency within the four (4) hours, the Client Agency reserves the right to procure the services from other sources in accordance with Section 13 Open Market Purchase of the Contract and hold the Contractor responsible for any excess cost associated with services. Contractor shall provide payment for any price differences immediately after receiving a copy of the invoice of the services from other contractors from Client Agency.

#### **10. ADDITIONAL TERMS AND CONDITIONS:**

##### **(d) 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.

##### **(e) 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.

**(f) 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.

**(g) 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.

**(h) Department of Correction Requirements for Contractors who Perform at a Correctional Facility**

(1) Facility Admittance

- (A) 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.
- (B) 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:
1. 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.
  2. 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.
  2. 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 1 January 2020 through 31 December 2023.

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. Stability of Proposed Prices

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

### 3. Amendment or Cancellation of the RFP

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

### 4. 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 Contractor retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

## **5. Contractor Presentation of Supporting Evidence**

Contractors 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.

## **6. Contractor Demonstration of Proposed Services and or Products**

At the discretion of DAS, Contractors 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.

## **7. Erroneous Awards**

DAS reserves the right to correct inaccurate awards.

## **8. Proposal Expenses**

Contractors 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.

## **9. Ownership of Proposals**

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

## **10. 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.

## **11. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by Contractors 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.

### **1. Applicable Content**

- (a) Preventive Maintenance Plan
- (b) Call-In Services Plan
- (c) Inventory Management System Plan

- (d) Reporting Capabilities/Service Reports
- (e) Ability to adhere to Quality Assurance / Safety requirements
- (f) Performance Measurements
- (g) Equipment Loaner Program
- (h) Training Plan
- (i) Out of Scope Repairs
- (j) Risk management Program
- (k) Breakage and Loss of Equipment
- (l) Invoice Disputes Plan

**2. Value**

- (a) Form RFP-16 Exhibit B Price Schedule or Product and Pricing Schedule
- (b) Value added component
- (c) Cost Plus Max ten (10) Percent
- (d) Pricing incentives

**3. Account Management**

- (a) Customer Service Approach
- (b) Objections to contract to form language
- (c) Ability to provide service, maintenance, service calls, etc.

**4. Business Information:**

- (a) Set Aside Status
- (b) Length of Time in Business
- (c) Appropriate Insurance
- (d) References

**5. Business Information:**

(a) Length of Time in Business

(b) Background checks

### **Delivery**

(a) Ability to provide services to all Client Agency location listed in the (Attachment 2) equipment list by Agency.

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**

**Proposers carefully read all instructions and provide the necessary information as requested and as outlined in the Attachment 3 – Submittal Response document.**

**Submittal Response document will be used during the evaluation process to determine if the proposer meets the qualifications set forth in this RFP. Failure to submit the Attachment 3 with response by the proposer may result in your company's proposal being rejected.**

## **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 Contractor whose proposal scores highest. If, for whatever reason, DAS and the initial Contractor fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other Contractors. 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.