

Request for Proposal #19PSX0176

FOOD SERVICE SUPPLIES

Contract Specialist: **Jill Belisle**

Date Issued: **22 October 2019**

Due Date: **8 November 2019 at 2:00 pm Eastern Time**

**Department of Administrative Services
Procurement Division**



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Request for Proposals (RFP)

FOOD SERVICE SUPPLIES

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

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.

- 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 proposer prior to proposal submittal:

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

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 to solicit proposals for Food Service Supplies for All Using State Agencies, Political Subdivisions and Not-For-Profit Organizations of the State.

This contract restricts PFAS (Per – and Polyfluoroalkyl Substance (a class of persistent, bio accumulative compounds) for all products that are offered or purchased on the resulting contract.

This is a reverse auction RFP.

This contract replaces the following contract award(s) in part or in total: 15PSX0220

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date:	22 October 2019
RECEIPT OF QUESTIONS:	Date:	29 October 2019, by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	1 November 2019
RFP DUE DATE:	Date:	8 November 2019 at 2:00 pm 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, Jill Belisle via email: jill.belisle@ct.gov.

4. Reverse Auction Requirements

This bid is being conducted through an online reverse auction (the "Reverse Auction") process managed and hosted by EASiBuy, LLC (hereinafter referred to as "EASI"). The bidding process has two phases, as follows:

- Phase 1: Bidders shall complete and submit all required documents without pricing information through the BizNet system on **08 November 2019 at 2:00 pm Eastern Time** as indicated in this ITB. DAS/Procurement shall review Phase 1 responses and determine which bidders are responsible and qualified. Those bidders who are determined to be responsible and qualified, in accordance with CGS Section 4a-59, shall be eligible to participate in Phase 2 of the bidding process (price submission). All bidders of Phase 1 shall be notified by DAS/Procurement Division if such bidders are eligible (or not) to participate in Phase 2 of the Reverse Auction (price submission). Participation in Phase 1 of this bidding process is a pre-requisite to participating in Phase 2 of the Reverse Auction.
- Phase 2: Bidders who are notified by DAS/Procurement that they are responsible and qualified shall submit pricing via the Reverse Auction process scheduled by the DAS/Procurement and EASI to occur on **14 November 2019 at 11:00 AM**. Upon conclusion of the Reverse Auction, DAS/Procurement Division shall use the Reverse Auction final price submissions in determining the lowest, qualified and responsible bidders(s) in accordance with CGS 4a-59.

Reverse Auction Procedures

- After the evaluation of Phase 1 submissions, DAS/Procurement Division shall provide EASI with a list of all

qualified bidders in accordance with CGS 4a-59 in order to participate in the Reverse Auction.

- EASI shall provide notice to each bidder through telephone or email regarding the bidder's inclusion or exclusion from the qualified bidders list. EASI's notice will be the official invitation to participate in the Reverse Auction. The bidder shall execute the EASI Supplier Agreement Terms and Conditions (the "EASI Agreement"). The EASI Agreement must be executed directly between the bidder and EASI prior to the Reverse Auction event.
- EASI shall work with the bidder 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 bidder interface, review and discussion of the online Reverse Auction event procedures and other documentation, and training, at no cost.
- During the online Reverse Auction event, EASI shall allow only those bidders that DAS/Procurement Division determined to be responsible and 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 bidder participating in the Reverse Auction.
- EASI shall commence the Reverse Auction event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the Reverse Auction event. The lowest price offered by each qualified bidder will become the Exhibit B, Price Schedule of the bid response.
- Bidders shall submit bids by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary in the BizNet system. If a different representative is designated by the bidder, bidder shall be responsible for such representative's actions during the Reverse Auction event.
- EASI shall handle any bidder issues that arise during the Reverse Auction event and shall communicate such issues to the bid proctor.
- 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 bidders prior to the commencement of the Reverse Auction.
- 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.
- After the conclusion of the Reverse Auction event, DAS/Procurement shall review the final price offering during the Reverse Auction event to determine the lowest bidder.
- EASI shall keep a written event record, which must include, but is not limited to, prices offered by each bidder. EASI shall provide the written event record to DAS/Procurement promptly after the Reverse Auction event.
- EASI shall invoice the awarded bidder(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, Jill Belisle via email: jill.belisle@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

1. DESCRIPTION OF GOODS AND SERVICES:

- A. Contractors are prohibited from providing any Food Service Ware (FSW) products that contain PFAS. This includes FSW products that are as listed, ("Exhibit B") Price Schedule. Molded fiber FSW products such as plates, bowls, clamshells and portion cups may not be offered or sold on this Contract unless the Contractor provides documentation that the item contains ≤ 100 parts per million (ppm) of fluorine. Molded fiber FSW products are often made of sugarcane waste (i.e., bagasse), wheat straw, or recycled paper. Safer alternatives such as paper coated with Polylactic Acid or Polylactide (PLA) (a compostable bio-plastic) may be offered. The State reserves the right to restrict additional products from this Contract if it determines that they contain PFAS or may require Contractors to provide additional documentation verifying that a product is free of PFAS.

Green Products List: No products containing PFAS, polystyrene or polyvinyl chloride (PVC) may be offered on (Exhibit B) Price Schedule. See details below.

- Styrene (also called vinyl benzene), the building block of *polystyrene* is "[Reasonably Anticipated to be a Human Carcinogen](#)" by the National Institutes of Health's (NIH's) National Toxicology Program. Polystyrene foam can be found in some insulated cups, bowls, plates, trays, clamshells and other types of takeout container. Rigid polystyrene is found in some cold cups, cup and container lids, clamshells, other types of takeout containers and cutlery. Polystyrene products (including both polystyrene foam and rigid polystyrene) are typically labeled with the "Chasing Arrow" and #6.
- Vinyl chloride, the building block of *Polyvinyl chloride*, is "[Known to be a Human Carcinogen](#)" by the NIH's National Toxicology Program. Polyvinyl chloride (also called PVC or vinyl), be found in some food service gloves, aprons, table covers and food wraps. Polystyrene products ae typically labeled with the "Chasing Arrow" and #3.



Bidders may only offer products with a compostability claim that is verified. Acceptable verification methods for compostability claims includes the following:

- *BPI Certification:* The item is on the list of products that are currently certified by the Biodegradable Products Institute (BPI), which can be accessed at <http://products.bpiworld.org/> OR the supplier may provide a BPI certification document for the item with its bid. Products that have earned BPI certification have been independently tested and verified according to scientifically based standards ([ASTM D6400](#): Commercially Compostable Bioplastics and [ASTM D6868](#): Commercially Compostable Paper Coated With Bioplastics).



- *Cedar Grove Approved:* The product is on the Cedar Grove Approved List of Accepted Commercial Items, which can be accessed at <https://cedar-grove.com/compostable/accepted-items>.
- *Laboratory Test Results* (or another certifier) verifying compliance with ASTM D6400 or D6868 is provided by the Supplier.

B. Order Entry/Invoicing

Client Agency shall order on an as needed basis. All purchase orders shall be accepted by the Contractor(s) between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, except for State holidays.

Contractor shall accept purchase orders via telephone, facsimile, mail, or the State of Connecticut's E-Commerce system (Core-CT) and/or the Contractor's website. There are no minimum quantity order requirements.

Cost Centers within an ordering Client entity may require separate invoicing as specified by each Client Agency. The Contractor's billing system must be flexible enough to meet the needs of varying accounting systems.

All purchase orders must be FOB destination, freight on board. Contractor shall bear the risk of loss during delivery of all products. No additional fuel surcharges will be allowed. All orders shall be labeled and packaged adequately to insure safe handling and proper delivery. **No restocking fees will be allowed.**

C. Delivery

Contractor shall label and package all orders adequately to insure safe handling and proper delivery. No restocking fees are allowed. Client Agency may require multiple drop points within each delivery location.

Contractor shall schedule deliveries at times that are convenient for the Client Agency. Deliveries made to all State of Connecticut Department of Correction facilities and delivery times may fluctuate with security schedules.

D. Catalog and/or Price List

Contractor shall provide a current catalog and or price list for all products offered under the Contract.

E. Core List

If an item from the core list attached as Exhibit B becomes obsolete during the term of the Contract, the Contractor shall offer a product that meets or exceeds the obsolete product at the current Contract price. It is understood that the Contractor(s) shall submit such requests within forty-eight (48) hours and receive written

approval from DAS/Procurement Services before any changes are made to the core list. DAS/Procurement Services reserves the right to accept or reject any changes to the core list. The State reserves the right to add or delete Items throughout the Contract period.

F. Management Reports

Contractor shall provide and maintain a database that includes detailed tracking of Client Agency accounts, requisitions, proof of delivery, billing, and payments.

The Contractor shall submit monthly activity reports on a monthly basis.

The Contractor shall submit a copy of reports to the contract administrator in the State in excel format and include, but not be limited to, the following information:

- Sales by account providing the name of the account.
- Within each account, sales shall be broken out by Fixed Price products and Catalog Items.
- Reports shall list each product sold, including manufacturer and stock number, description, unit of issue, unit price, and quantity sold monthly.

2. ADDITIONAL TERMS AND CONDITIONS:

(a) 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.

(b) 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.

(c) 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.

(d) 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 percent (1%) 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.

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.

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 (10th) 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.

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.

(e) Subcontractors

Subcontracting is not allowed under this Contract.

(f) 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.

(g) 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 Contractor 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 December 2019 through 30 November 2024.

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 due date of the proposals.

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

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

1. Applicable Content

- (a) Ability to meet specifications, requirements, terms and conditions

2. Business Information:

- (a) Length of Time in Business
- (b) References

3. Account Management

- (a) Strategy for managing contract and customer service approach
- (b) Ability to adhere to Quality Assurance

4. Delivery

- (a) Ability to adhere to delivery requirements
- (b) Extent of ability to fulfill geographic areas

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

Submittal Requirements

1. Applicable Content

- (a) Product / Service Specifications
- (b) Product Catalogs/Price List

2. Business Information:

- (a) Brief business history outlining length of time in business
- (b) Past 2 years financial statements

Should proposers wish this information to be considered confidential, proposers should mark this information as "Confidential". This information will not be made viewable to the public and will only be reviewed by the evaluation committee.)

- (c) Three (3) Client References: please provide the following information for each reference
Name of company, Contact name, Telephone number, and Description of work provided
Should proposers wish this information to be considered confidential, this information should be placed in a sealed envelope marked "Confidential", this information will not be made viewable to the public and will only be reviewed by the evaluation committee.

3. Account Management

- (a) Plan for contract management
- (b) Quality Assurance to be implemented for this contract

4. Delivery

- (a) Delivery turn around
- (b) Distribution Channels

Phase 2: Reverse Auction:

Value

- (c) Form RFP-16 Exhibit B Price Schedule

Negotiations

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.