

Request for Proposal #19PSX0038

FOOTWEAR FOR THE DEPARTMENT OF CORRECTION

Contract Analyst: **Marisol Rivera**

Date Issued: **21 February 2019**

Due Date: **13 March 2019 at 2:00 pm Eastern Time**

**Department of Administrative Services
Procurement Division**



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Request for Proposals (RFP)

FOOTWEAR FOR THE DEPARTMENT OF CORRECTION

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>

(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 – SEEC Form 11

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: [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 to solicit proposals for FOOTWEAR FOR THE DEPARTMENT OF CORRECTION.

Scope of Services

- a) This contract is intended to cover the footwear requirements for Department of Correction for the items listed on Exhibit B-Price Schedule. No steel toe shoes or boots are allowed.
- b) This RFP is being issued as a Reverse Auction. Reverse Auction information, process and procedures are outlined in the Proposal Requirements section of this RFP.
- c) The Contract resulting from this solicitation (the "Contract") will be in place from May 1, 2019 through March 31, 2024.

- d) Proposers shall provide a sample of boot for each item proposed as part of the proposal response. The sample must be sent to following address and received before the time of proposal due date. Failure to submit samples shall result in rejection of RFP.

Barbara Giansanti
24 Wolcott Hill Road
Wethersfield, CT 06109

- e) Proposers shall provide either a mobile distribution system (shoe mobile) or an online preorder webpage strictly for new cadet classes located at 275 Jarvis St. Cheshire, CT 06410. Proposer shall be responsible for downloading reports from the pre-order web page to bring appropriate styles in various size ranges to the Client Agency on the pre-arranged pre-orientation date. Cadet classes are as needed basis.
- f) Approximately 5,500 uniformed employees estimated at 80% male and 20% female are eligible for the program. Proposers shall provide variety of sizes including wide and petite.
- g) This Contract replaces the following Contract award(s) in part or in total: 11PSX0317

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date:	21 February 2019
RECEIPT OF QUESTIONS:	Date:	26 February , by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	1 March 2019
RFP DUE DATE:	Date:	13 March 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 Analyst, Marisol Rivera via email: marisol.rivera@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 Analyst, Marisol Rivera via email: marisol.rivera@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.

Description of Goods & Services Specifications and Additional Terms & Conditions

1. DESCRIPTION OF GOODS AND SERVICES:

(a) Scope

The Contractor shall provide Duty Specific footwear for Department of Correction as set forth in Exhibit B. All Goods must be in color Black and no steel toe allowed. Footwear provided on this contract for new Cadet Classes, and one (1) pair a year for the Client Agency employees.

(b) Methods of Footwear Distribution

The Contractor shall provide the following methods of footwear distribution:

1) Shoe Mobile Service or Pre-Order Webpage

The Contractor shall offer its Shoe Mobile service or pre-order web page only to new hire cadet classes as defined by the Client Agency. The Shoe Mobile service will provide onsite fittings for hire cadet classes as defined by the Client Agency.

2) Direct Ordering or Concierge Service

The Contractor shall provide an assigned representative to the Client Agency account for all calls, fax or emails to place their orders.

3) Custom Fit Websites

The Contractor shall create and maintain two (2) custom websites at no cost to the Client Agency. First website for initial Cadets orders. Second website for one (1) pair a year for the Client Agency employees.

(c) Warranties and Guarantees

1) Six (6) month Goods Manufacturing Warranty

All Goods must carry a warranty from the manufacturer for a period of six (6) month from purchase.

Contractor shall be responsible for ensuring that Goods received that do not meet the written warranty or both published by the manufacturer are replaced within thirty (30) days of notification by the Client Agency. The warranty must include all packaging and shipping required to replace defective Goods.

2) Sixty (60) day Comfort Guarantee

All Goods must have a sixty (60) day comfort guarantee or full refund.

3) 360 Degree Guarantee

The Contractor shall issue a credit redeemable towards any Goods to the Client Agency if Contractor fails to provide accurate invoices, Concierge Service and or delivery.

(d) Delivery and Returns

- 1) Each delivery must be accompanied by a packing slip indicating the applicable purchase order number, a description of the item(s), the quantity of each item being delivered and the Contractor's invoice number.
- 2) The Contractor shall deliver all Products to the specified destination within delivery time on Exhibit B- Price schedule after receipt of order, or in accordance with a pre-scheduled delivery schedule agreed upon between Contractor and Client Agency.
- 3) All orders and returns will be free on board, (FOB); freight included. Contractor shall bear risk of loss during delivery of all Goods.
- 4) All orders must be labeled and packaged adequately to assure safe handling and proper delivery.

(e) Invoicing

The Contractor shall provide detailed invoices to the Client Agency.

All invoices must include:

- 1) Contractor name
- 2) Client Agency employee name
- 3) Client Agency employee number
- 4) Footwear style #
- 5) Unit price
- 6) Total price
- 7) Purchase date

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 1 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

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.

(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 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 for a period of five (5) years, from April 1, 2019 through March 31, 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. 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 proposal process has two phases, as follows:

- Phase 1: Proposers shall complete and submit all required documents without pricing information through the BizNet system on **13 March 2019 at 2:00 pm** as indicated in this RFP. DAS/Procurement shall review Phase 1 responses and determine which proposers are advantages in accordance with the evaluation criteria. Those proposers who are determined to be the advantages proposers(s) in accordance with CGS Section 4a-59, shall be eligible to participate in Phase 2 of the proposal process (price submission). All proposers of Phase 1 shall be notified by DAS/Procurement Division if such proposers(s) are eligible (or not) to participate in Phase 2 of the Reverse Auction (price submission). Participation in Phase 1 of this proposal process is a pre-requisite to participating in Phase 2 of the Reverse Auction.
- Phase 2: Proposers who are notified by DAS/Procurement that are the advantages proposers(s) shall submit pricing via the Reverse Auction process scheduled by the DAS/Procurement and EASI to occur on **1 April 2019 and 11:00 am**. Upon conclusion of the Reverse Auction, DAS/Procurement Division shall use the Reverse Auction final price submissions in determining the advantages proposer(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 proposers in accordance with CGS 4a-59 in order to participate in the Reverse Auction.
- EASI shall provide notice to each proposer through telephone or email regarding the proposer’s inclusion or exclusion from the qualified proposers list. EASI’s notice will be the official invitation to participate in the Reverse Auction. The proposers(s) 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.
- EASI shall work with the proposers(s) 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 proposers(s) 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 proposer(s) that DAS/Procurement Division

determined to be advantages 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 advantages proposer(s) participating in the Reverse Auction.

- EASI shall commence the Reverse Auction event through electronic notification to all advantages proposer(s). Proposers may submit multiple prices during the Reverse Auction event. The lowest price offered by advantages proposer(s) will become the Exhibit B, Price Schedule of the RFP response.
- Proposers(s) shall submit RFP 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.
- EASI shall handle any proposers(s) issues that arise during the Reverse Auction event and shall communicate such issues to the proposers(s) 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 proposal 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 advantages proposers(s) 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 advantages proposers(s).
- 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 proposers(s) (the "Contractor") a supplier transaction fee in accordance with the terms and conditions of the EASI Agreement.

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 30 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 1: A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process and are listed in order of relative importance.

1. Account Management

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

2. Applicable Content

- (a) Ability to meet specifications, requirements, terms and conditions
- (b) Ability to provide service, maintenance, service calls, etc.

3. Value

- (a) Added Value/Specials

4. Business Information:

- (a) Set Aside Status
- (b) Length of Time in Business

Phase 2: Reverse Auction

- (a) Pricing

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

Submittal Requirements

1. Account Management

- (a) Plan for contract management
- (b) Delivery turn around

2. Applicable Content

- (a) Product / Service Specifications
- (b) Product mobile distribution or web page preorder.

3. Value

- (a) Proposers should specify any programs or services that add value. For example rebate, fast delivery...

4. Business Information:

- (a) DAS Set Aside Certificate
- (b) Brief business history outlining length of time in business

Phase 2: Reverse auction

- 1. Pricing event

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.