

Request for Proposal #17PSX0012

ART AND INSTRUCTIONAL SCHOOL SUPPLIES

Contract Specialist: **Jill Belisle**

Date Issued: **7 April 2017**

Due Date: **15 June 2017 at 2:00 pm Eastern Time**

**Department of Administrative Services
Procurement Division**



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Request for Proposals (RFP)

ART AND INSTRUCTIONAL SCHOOL 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:

<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. New Revised Process – 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 upload these 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. 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 Form
- Employment Information Form (DAS-45) – Web Based Form
- Statement of Qualifications (DAS-14) – Fillable Form
- Connecticut Economic Impact Form (DAS-46) – Web Based 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://das.ct.gov/cr1.aspx?page=371>

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 ART AND INSTRUCTIONAL SCHOOL SUPPLIES (including Educational Toys and Games) for both the State of Connecticut and the Commonwealth of Massachusetts. The contract resulting from the Request for Proposal (RFP) will provide supplies from qualified contractors to all Using State Agencies, Political Subdivisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

Scope of Services

This request for proposal is being issued in an effort to leverage spend of both the State of Connecticut and the Commonwealth of Massachusetts for the purchase of Art & Instructional School Supplies and Educational Games and Toys. This contract will replace: 12PSX0108 and 14PSX0329.

The term of the contract will be from October 1, 2017 through September 30, 2022. In addition, the contract may be extended for the original contract term, or parts thereof, as negotiated between both states and the awarded contractor(s). Negotiations conducted between the State of Connecticut, Commonwealth of Massachusetts, and awarded contractor(s) will be the basis for contract agreements generated by either state.

In the State of Connecticut, the contract will be known as **Contract Award 17PSX0012**. In the Commonwealth of Massachusetts, the agreement will be known as **OFF45. Awarded contractors will be required to sign each state's individual state contract agreements if selected for award.**

The following are restricted from this RFP; white copy paper (multipurpose, recycled, computer and specialty, toner, all school and office furniture except School and Early Childhood Equipment and Furniture for use through the third grade (office furniture such as desks, chairs, tables, bookcases, file cabinets, chair mats, lounge furniture, office suites, stages, risers & accessories) flags; commercial shelving library supplies, audio visual and equipment, projectors, cameras, tvs, flat panel mounts, computers (chrome books, iPad etc.) & accessories, peripherals, management data, licensed software; eReaders and tablet devices, data storage; audiobooks, e-books, and textbooks, media carts, lecterns, charging stations, , PA systems & accessories , interactive storage, printers, shredder & supplies, facsimile machines, cafeteria and foodservice equipment, break room items, facility maintenance items, playground equipment, any items requiring installation to a permanent/fixed structure, athletic equipment.

The State reserves the right to add or delete products throughout the contract.

This contract replaces the following contract award(s) in part or in total: 12PSX0108

Proposers may submit proposals in the following manner:

- A. "Full Line" Proposal** – This includes pricing for a **minimum** of 80% of the line items detailed in the fixed price list and a percentage discount off the current lowest published catalog for the remainder of items not included in the fixed price list .

Note: **DAS may award by individual item, group of items, or the entirety of all items to one contractor.**

Proposals that do not meet A ("Full Line" Proposal)

- B. Percentage Discount** off the current lowest published catalog

Note: **DAS reserves the right to limit the contractors that meet the percentage discount catalog.**

- C. Freight charges, if applicable. Please detail in proposal response.**

The annual estimated spend is listed below for your information:

12PSX0108 and OFF35 (State of Connecticut and MA Contract, respectively)

	01/01/16 – 12/31/2016	01/01/2016-01/31/2017
	State of Connecticut	State of Massachusetts
Full Line Contractors-Awarded Part A		
School Specialty	\$6,444,302.00	\$6,935,575.00
WB Mason	\$2,486,678.00	\$2,179,198.00
	01/01/16 – 12/31/2016	01/01/2016-01/31/2017
Percentage Discount Contractors Awarded Part B	State of Connecticut	State of Massachusetts
Cascade	\$ 2,356.00	\$ 95,436.00
Kaplan Early Learning	\$221,689.00	\$263,467.00
Kurt Brothers	\$ 34,355.00	\$ 68,847.00
Lakeshore Learning Materials	\$227,901.00	\$331,405.00
Office Depot	\$194,827.00	\$122,321.00
S&S Worldwide	\$177,438.00	\$364,907.00
Staples	\$ 0.00	\$ 43,541.00

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date:	7 April 2017
RECEIPT OF QUESTIONS:	Date:	24 April 2017, by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	8 May 2017
RFP DUE DATE:	Date:	15 June 2017 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. 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.

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 and Conditions

1. DESCRIPTION OF GOODS AND SERVICES:

Warehousing of Art and Instructional School Supplies

Contractor(s) must have and maintain an adequate inventory in a contractor-operated location to provide delivery of all items covered under contract.

Distribution of Art and Instructional School Supplies

The awarded contractor(s) is required to provide catalog distribution to all contract customers at no additional charge.

All orders placed 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 legal holidays. Contractors that offer additional hours above and beyond these times should state additional hours of operation in their proposal response. It is highly desirable that all in-stock orders be processed and shipped within 24-48 hours after receipt of order, with a 95% fill rate. If an item is not in-stock and the contractor must fill the order by drop-shipment, it is highly desirable that the delivery be made within 5 business days after receipt of order. If items have to be drop-shipped directly from the manufacturer, those items will be subject to the manufacturer's lead times for shipping and contractors are required to notify the customer with an estimated ship date. If the ship date is not satisfactory, the customer has the right to notify the contractor that they wish to cancel that portion of the order without penalty.

Awarded contractor(s) must have the ability to pack and mark orders for specific classrooms or individual teachers in "teacher-packs" as defined by each ordering customer. The awarded contractor(s) must have the ability to hold orders and delay shipment during typical school breaks (summer, winter and spring) at the request of the ordering customer. The contractor(s) is required to provide written order cut-off and guaranteed shipment dates as part of their proposal response.

All orders shall be FOB destination, freight included. There shall be no additional teacher pack, or pallet charges; and no additional charges will be accepted for inside deliveries. All orders shall be labeled and packaged adequately to insure safe handling and proper delivery. **No restocking fees will be allowed.** There may be multiple drop points within each delivery location that could encompass either desktop or departmental deliveries or both.

Delivery points shall be designated by the ordering entity and may be “inside delivery” or dock delivery. “Inside delivery” is defined as the designated delivery location within the ordering entity’s building, which may be a particular floor, room, etc.

In the State of Connecticut and Massachusetts, successful contractor(s) shall be prepared to supply a list of driver’s names and any other background information necessary, to the Department of Correction (DOC) for security clearance into the various DOC locations throughout the State. The contractor(s) vehicles are subject to inspection upon entering and leaving all DOC facilities.

The contractor(s) shall resolve all order and invoice discrepancies (e.g., shortages, damaged products, etc.) within five (5) business days from notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, the contractor shall take all of the steps the ordering entity deems to be reasonably necessary or appropriate to resolve the discrepancies.

Products returned because of quality problems, duplicated shipments, outdated products, etc., shall be picked up by the contractor within five (5) business days after notification, with no restocking charge, and shall be replaced with specified products or the ordering entity shall be credited/refunded for the full purchase price. Products ordered in error must be returned for credit within fifteen (15) days of receipt. Products must be in resalable condition (original container, unused). The contractor may not charge for such returns. There shall be no restocking charges.

Order Entry/Invoicing:

Contractor(s) shall be capable of accepting orders via toll-free telephone number, facsimile, mail, the State of Connecticut’s E-Commerce system (CoreCT) and/or the contractor’s web-site. In the State of Connecticut, only Executive branch agencies of the State are required to utilize CoreCT system. During the term of the Contract, the Contractor may receive purchase orders from the Client Agency through the CoreCT system and, when and if the Client Agency so requests, the Contractor shall provide electronic invoices to be loaded into the CoreCT system. All other contract customers may utilize the ordering method of their choice.

The State encourages the awarded contractors to provide a web page to advertise contract pricing. The website will be the responsibility of the contractors to maintain and keep updated. Changes in products or pricing must be approved by DAS Procurement Services. The website must be accessible without the need of a password for all contract customers. The website must include (at the minimum):

- An area for contract customers to develop and utilize on-line templates of their most frequently purchased items.
- Promotional section to highlight the approved contract promotions.
- “How to Buy” section including information on how to utilize either state’s contract (includes telephone, fax, and e-mail information for the Contract Manager, Sales, Service, and Customer Service personnel dedicated to the contract.
- The State reserves the right to request modifications to the web page during the term of the contract. Any modifications, changes or updates must be reviewed and approved by the contract administrator prior to publication.
- Invoices must include line item detail (i.e. manufacturer number, description, quantity, cost per item, total cost). An invoice must be completed for every order placed through the contract.

- Cost Centers within an ordering entity may require invoicing as specified by each entity. The contractor's billing system shall be flexible enough to accommodate the needs of varying accounting systems.
- Orders shall be placed, at the discretion of each ordering entity, to the contractor of their choice if the contract is awarded to more than one contractor.

Distribution of Catalogs, Price Lists, Promotional Materials, etc.

Requisition/Ordering Form

The contractor(s) shall develop and provide, at no cost, a custom requisition/ordering form including all Part A – Fixed Price items, including, but not limited to the following information:

- A header portion with space provided for date, bill to and ship to information, purchase order number, release number, required delivery date, teacher, grade, contact name and phone number, and contract award number.
- Quantity to be Ordered, Product Description, Manufacturer, Stock Number, and Unit of Measure
- This requisition form is to be used as an order guide when placing orders or as an aid in developing and/or customized templates.
- A separate "free-form" area for additional items from the contractor's Part B – Percentage Discount from Catalog items that can be written on the form by hand.
- During the term of the contract, the requisition form shall be distributed to all eligible entities, at no charge.

Catalogs/Price Lists:

This part consists of the art and instructional school supplies most typically sold in the industry for the day-to-day operation in a school setting. This is not intended to be an office supply contract. Proposers are to provide a catalog meeting this requirement or they may be rejected. The evaluation team will have sole discretion in deciding whether or not a proposer meets this requirement or not.

Prices are to be quoted using the contractor's lowest standard published catalog minus the quoted discount.

All proposers must submit an electronic published and dated spreadsheet catalog that indicates the list price, and price with quoted discount. Contractors will also be required to distribute an updated catalog or electronic catalog, on an annual basis, to all contract customers at no charge.

- Each catalog or price list must clearly identify the name, address, telephone and fax number of the awarded contractor. The cover sheet of the catalog must also clearly state the contract award number of the appropriate state. Awarded contractors must also include instructions for ordering, customer service, and contract restrictions (where appropriate).
- Within forty-five (45) calendar days of the award, the "Full Line" contractor(s) is required to provide a price list for each state containing all contract prices; including the contractor's catalog price, net price to the State, possible volume discount price, contractor's name, contact person and telephone number. The list must be provided to the appropriate contract administrator of each state for review and approval prior

to issuance to eligible entities. The contractor will be required to provide an annual updated price list during the term of the contract.

- Within ten (10) business days of a request, the contractor shall provide catalogs or price lists to any requesting eligible entity.

Contractors are encouraged to offer suggested cost savings solutions for pricing in this section.

Promotional Materials

Awarded contractors will be required to submit in advance, all advertising literature in regard to either State's contract (including but not limited to brochures, catalogs, and price lists) to the appropriate State's contract administrator for review and approval prior to distribution to any eligible entity.

Prices: Fixed Price List

This part consists of the art and instructional school supplies most commonly used and most frequently purchased and are based on actual purchases for a three year period 10/1/2012 through 06/30/2016. The items listed for reference in this proposal schedule list the corresponding product reference number of the State of Connecticut's current "Full Line" contractor. Quantities listed are estimations of expected purchases for a three-year contract period. For purposes of the proposal, equivalent items have been consolidated to leverage fixed price costs. To insure a level playing field and establish a consistent level of RFP evaluation; proposers will be required to propose trade names where specified (i.e. Crayola), proposers are allowed to offer an alternate and equivalent private label product that meets or exceeds the product specified. Proposers are required to mark their proposal to the right of the item, indicating the product they intend to offer for each item listed in the spreadsheet.

PRICE ADJUSTMENTS

Fixed Price Items

After the initial year of the contract, it is understood and agreed that any increase will be accepted only after DAS/Procurement Services receives proof from the contractor (on the manufacturer's letterhead) indicating the effective date and the amount of actual increases for specific items listed on the Fixed Price list. Price increases shall not exceed 3% annually. No retroactive increases shall be allowed.

Documentation including words such as "approximate" or "expected" will not be accepted. If DAS/Procurement Services determines that the documentation provided does not fully support the requested increase, the request may be denied or DAS/Procurement Services may request additional documentation to support the requested increase. All requests must be submitted by September 15th of each year, to allow sufficient time to review, accept and/or reject requested increases, and notify users of price changes. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

Decreases

Price decreases shall become effective immediately on the date specified in the manufacturer's notice of change. The contractor(s) shall bill at the reduced prices on deliveries made on or after the date of the manufacturer's price reduction.

The contractor(s) shall also promptly notify DAS/Procurement Services with a letter of notice regarding the decrease. Failure to pass on price reductions may result in removal from the contract.

Catalog % Discount

Price adjustments will be allowed on a yearly basis, based on the contractor's standard published catalog. Catalogs must be submitted by January 15th of each year to be effective February 1st of the following year. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual update.

Proposer is required to submit Contract pricelist updates electronically in a Microsoft Excel spreadsheet either on CD or via e-mail to the DAS Procurement administrator. The pricelist must be dated and the format shall be consistent with the format of the Proposer's approved Contract pricelist. The pricelist shall separately include and identify (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts): Price Increases, Price Decreases, New products and Products no longer available.

Decreases

Any increased percentage off of catalog resulting in a cost decrease is encouraged at any time during the term of the contract. Contractors must forward the request in writing to DAS/Procurement Services for review and the decrease must be accepted and approved prior to implementation. Once approved, the cost decrease will be made available for all eligible entities.

Contractors must forward the request in writing to DAS/Procurement Services for review and the decrease must be accepted and approved prior to implementation. Once approved, the cost decrease will be made available for all eligible entities.

It is understood and agreed that DAS/Procurement Services reserves the right to reject any increase deemed to be excessive. It should also be noted that the percentage discount agreed upon will remain firm for the duration of the contract unless the contractor offers the State a more favorable percentage discount to the State during the term of the contract and the increased discount is accepted by the State.

Management Reports

- The "Full Line" contractor(s) must provide and maintain a database capable of detailed tracking of customer accounts, requisitions, and proof of delivery, billing, and payments in a comprehensive manner.
- The "Full Line" contractor(s) must be able to gather information from the database and submit activity reports on a quarterly basis.

Quarterly Fee Payment

The contractor agrees to provide a quarterly administrative fee to the State of Connecticut in form of a check payment. The fee will be payable to the "Treasurer, State of Connecticut" for an amount equal to 1% (one

percent) of the total dollar amounts, adjusted for credits or refunds, for purchases made by Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by the State of Connecticut on or before 45 days after the last day of the Payment Period (as specified below) or a contractor will be considered in breach of contract:

Quarter	Period Ending	Quarterly Due Date
First Quarter	January 1 st – March 31 st	May 15 th
Second Quarter	April 1 st – June 30 th	August 15 th
Third Quarter	July 1 st – September 30 th	November 15 th
Fourth Quarter	October 1 st – December 31 st	February 15 th

Quarterly payment will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made by check made payable to the Treasurer, State of Connecticut and mailed to: State of Connecticut, DAS/Procurement Services, Attn: Jill Belisle, Contract Specialist, 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103. Please include the following information in the memo field of each check: 1) “Contract Administration Fee”, 2) the Statewide Contract Number and 3) your State of Connecticut Vendor Code (VC) number. Please do not list social security numbers on the check. If the total Administration Fees due for the Payment and Reporting Period (see Quarterly Reporting below) are less than \$50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is \$50 or greater.

Quarterly Reporting

Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period, even if no payment is due for the Payment Period. The Statewide Contractor Administration Fee Report for the applicable payment period must be completely filled out and signed by the Statewide Contractor under pains and penalties of perjury.

The contractor(s) must submit a copy of both state’s reports to the contract administrator in the **State of Connecticut**. A copy of the Commonwealth of Massachusetts’ activity reports will also be submitted to the contract administrator in the Commonwealth of Massachusetts. Reports must be provided in Excel format and include, but not be limited to, the following information:

- a. Sales by account providing the name of the account
- b. Within each account, sales shall be broken out by Part A – Fixed Price items and Part B – Catalog Price and % discount price.
- c. Reports shall list each item sold, including manufacturer and stock number, description, unit of issue, unit price, quantity sold semi-annually and year-to-date
- d. Summary of semi-annually and year-to-date sales to all State agencies and a separate summary of monthly and year to date sales to all political subdivisions and not-for-profit organizations.

Quarter	Period Ending	Quarterly Due Date
First Quarter	January 1 st – March 31 st	May 15 th
Second Quarter	April 1 st – June 30 th	August 15 th
Third Quarter	July 1 st – September 30 th	November 15 th
Fourth Quarter	October 1 st – December 31 st	February 15 th

Miscellaneous

Contractor(s) are required to assign adequate sales and customer service support to assist contract customers. The proposer is required to provide the name of a key contact person assigned as the Account Manager for the term of the contract. The Account Manager will be responsible to respond in a timely manner to all information requests from the contract administrator of either state. It will also be the Account Manager’s duty to attend meetings called by either State, provide all periodic reports, and serve as the liaison between the contract administrators of either state in the resolution of issues.

Successful contractor(s) are required to have an emergency back-up plan in place in event of power outages, computer failures, product shortages or any other emergency situation.

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) E-Commerce (Electronic Commerce)

The State of Connecticut utilizes an internet-based E-Procurement ordering system (PeopleSoft/Oracle), known as Core-CT. With Core-CT, awarded contractors will be required to accept purchase orders from the State of Connecticut through this system.

(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.

Contractor must provide the majority of services described in the specifications.

(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 October 1, 2017 through September 30, 2022.

The parties, by mutual agreement, 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, but only in accordance with the section in this Contract concerning Contract Amendments.

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 120 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

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. Value
2. Account Management
3. Quality Assurance
4. Billing
5. Delivery
6. Certified Small Business
7. Transition/Implementation Plan
8. Reporting Capabilities
9. Business Information

Selection Criteria

10. Past Performance

11. Added Value

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. Value

- (a) Form RFP-16 Exhibit B Price Schedule
- (b) Describe any pricing incentives, discounts, volume discount, prompt payment

2. Account Management

- (a) Discuss your strategy to anticipate and meet customer's needs throughout the contract period.
- (b) Discuss your strategy for problems resolution if a dispute arises.
- (c) Discuss order cut-off and shipment dates for orders placed by school systems during the summer months and typical winter and spring breaks. Discuss your company's ability to accept, pack and ship orders in these instances.
- (d) Discuss your company's ability to pack items for specific teachers or classrooms.
- (e) Provide an uploaded requisition form (s) with your proposal response and discuss your company's willingness to modify this document for the State's needs.
- (f) Discuss distribution of catalogs/electronic catalogs and requisition form to future customers.

3. Quality Assurance

- (a) Discuss in detail, any quality control programs your company currently has in place.
- (b) Detail how order discrepancies will be handled, including a time-frame in which the discrepancy will be resolved in the following situations: Shortages, Overages, Breakage and Items Shipped Incorrectly.
- (c) Discuss product warranties.

Submittal Requirements

4. Billing

- (a) Discuss the method of invoicing, include a sample invoice.
- (b) Payment terms and prompt payment discounts
- (c) Flexibility in invoicing customers separately, invoicing daily, weekly, monthly, etc.

5. Delivery

- (a) Discuss your ability to provide 24-48 hour inside and/or dock delivery.
- (b) Detail under what conditions your company would not be able to provide 24-48 hour delivery.
- (c) Detail the method of delivery.
- (d) Provide any recommendations for enhancing delivery service.

6. Certified Small Business Companies

- (a) Discuss your ability to identify and allocate business to certified small business companies in either State.

7. Transition/Implementation Plan

- (a) Discuss how your company will use the period between contract award and commencement date to prepare for delivery of goods.
- (b) Provide timelines with dates for items, notification to contract customers, catalog distribution, etc.
- (c) Provide names of assigned personnel, including telephone numbers.

8. Reporting Capabilities

- (a) Discuss your company's ability to provide reports as outlined in the RFP document (excel format).
- (b) Provide sample copies of reports currently available.
- (c) Discuss the reporting structure to be used noting the usage of certified SBE and MBE companies.

Submittal Requirements

9. Business Information

- (a) Brief business history outlining length of time in business, include:

Distribution Center information:

If there is more than one distribution center, please repeat the information for each distribution center that will service this contract.

Location of distribution center

Number of delivery vehicles

Total square footage of distribution center

Number of employees at this location

Inventory in dollars at distribution location

Hours of operation

Number of shifts

Number of annual inventory turns

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.

- (b) Three (3) largest Client References: please provide the following information for each reference: Name of company, address, contact name, telephone number, and one paragraph detailing the services provided to this client.

10. Vendor Performance

- (a) Evaluation Committee will review performance issues in the past if applicable when scoring the RFP.

11. Added Value

- (a) Provide information regarding value added facilities or services that your company can provide to promote cost-savings or enhance service levels during the term of the contract (i.e. private label products, purchasing incentives, training, education planners, educational workshops, etc.).

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.

Attachment 2 - Commonwealth of Massachusetts Documents