

GENERAL INSTRUCTIONS TO PROPOSERS

QUESTIONS:

Questions regarding the RFP shall be submitted and received in writing or via e-mail to (Aaron.Swanson@ct.gov) by 1:00 p.m., Friday, March 18, 2016. All correspondence should be directed Aaron Swanson, Transportation Planner, at the Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546. Binding replies will be provided by the Department in writing and sent by mail or facsimile to all proposers of record.

NUMBER AND SUBMISSION OF PROPOSALS:

Proposers should submit one original and five copies of the proposal. Proposals may be mailed or delivered in person to the address listed on the Mailing Instruction sheet by Friday, April 8, 2016 at 11:00 a.m. Proposals received after that time, due to whatever reason, will not be accepted and will be sent back unopened. A copy should also be emailed to Aaron Swanson at aaron.swanson@ct.gov Postmark dates will not be considered as the basis for meeting any submission deadline. Proposals must be submitted in a SEALED envelope or carton, clearly marked with Section 402/405 Grant Program, Bid Number #16DOTHSO-01, the date, and the name and address of the Proposer. Any material that is not so received may be opened as general mail, and will result in invalidating the proposer's submission. Facsimile or unsealed proposals will not be accepted under any circumstances.

AUTHORIZED SIGNATURE:

An authorized official must sign the proposal. The proposal must also provide the name, title, address and telephone number of individuals with authority for the company, and for those who may be contacted to clarify the information provided.

AMENDMENT OR CANCELLATION OF THE RFP:

The Department 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.

PROPOSAL MODIFICATIONS:

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by the Department. The Department, at its option, may seek Proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

PROPOSER DEMONSTRATION OF PROPOSED SERVICES AND/OR PRODUCTS:

At the discretion of the Department, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by and without cost to the State.

PROPOSER MISREPRESENTATION OR DEFAULT:

The Department may reject the proposal and void any award resulting from this RFP to a Proposer who makes any material misrepresentation of their proposal or other submittal in connection with this RFP.

STABILITY OF PROPOSAL PRICES:

Any price offerings from proposers must be valid for a period of 180 days from the due date of the proposals.

RIGHT TO REJECT PROPOSALS:

The Commissioner, reserves to himself the right to reject any or all proposals and to waive technicalities as he may deem best for the interest of the State.

RIGHTS RESERVED TO THE STATE:

The State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

SELECTION CRITERIA:

To be considered for award of this contract, the Proposer will be judged on the criteria below. A selection committee will review all proposals, which comply with submittal requirements. Evaluation will be made based upon:

1. Experience in providing Evaluations/Reports to the National Highway Traffic Safety Administration Programs- 20%
2. Past participation in NHTSA sponsored demonstration projects 10%
3. Program Methodology/ Overall responsiveness to Request for Proposal-10%
4. Documentation- 20%
5. Cost- 30%
6. Study Team experience- 10%
7. Interview (if applicable)

Contract will be awarded by the order of the Bureau Chief, Bureau of Policy and Planning.

ERRONEOUS AWARDS:

The Department reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Proposer and subsequently awarding the contract to another Proposer.

Such action on the part of the Department shall not constitute a breach on the part of the Department since the contract with the initial Proposer is deemed void and of no effect as if a contract existed between the Department and such Proposer.

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 the Department.

OWNERSHIP OF PROPOSALS:

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

OWNERSHIP OF SUBSEQUENT PRODUCTS:

Any product, whether acceptable or unacceptable, developed under a contract award because of this RFP shall be the sole property of the State, unless otherwise stated in the contract.

STATE FISCAL AND PRODUCT PERFORMANCE REQUIREMENTS:

Any product or services acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment or if the product or services fail to meet minimum State criteria for acceptance and performance reliability.

EXECUTION OF 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. Once the evaluation of the proposals is complete and a Proposer is selected, the selected proposal and this RFP will then serve as the basis for contract that will be executed between the Department and the selected Proposer. This contract award will become the basis for a Personal Services Agreement between the Department and the Proposer. If, for some reason, the Department and the initial proposer fail to reach consensus on the issues relative to the contract, then the Department may commence contact negotiations with other proposers. The Department may decide at any time to start the RFP process again.

ORAL AGREEMENTS:

Any alleged oral agreements or arrangements made by a firm with this agency or employee will be superseded by the written agreement.

REJECTION FOR DEFAULT OR MISREPRESENTATION:

The State reserves the right to reject the proposal of any firm, which is in default of any prior contract or for misrepresentation.

COLLUSION:

By responding, the firm implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the firm did not participate in the RFP development

process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the firm's proposal preparation.

DBE PERCENTAGES:

Please be advised that when the contract is awarded, a minimum of 0% (zero percent) of this contract award must be set-aside for certified Connecticut Disadvantaged Business Enterprise, pursuant to C.G.S. Section 4a-60.

INDEPENDENT PRICE DETERMINATIONS:

In the proposals, Proposers must warrant, represent, and certify that the following requirement has been met in connection with this RFP: The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor; unless otherwise required by law, the costs quoted have been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other organization or to any competitor; no attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

OFFERS OF GRATUITIES:

The Proposer warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from this procurement. Any Agreement and/or award arising from this RFP may be terminated by the Department if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Proposer, the Proposer's agent(s), representative(s), or employee(s).

SUBLETTING OR ASSIGNING OF CONTRACT:

The contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the contractor therein or thereto may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of the Department. No person, firm, or corporation, or other entity, other than the Proposer to whom the project was awarded is permitted to commence work on the project unless such consent has been granted.

SUBCONTRACTING:

No subcontracting will be allowed without the permission of HSO.

CONFORMANCE WITH FEDERAL, STATE, AND OTHER REQUIREMENTS:

By executing the contract, the proposer represents and warrants that, at all pertinent and relevant times to the contract, it has been, is and will continue to be in full compliance with all Federal, State, Municipal or other governmental department, commission, board, bureau, agency, institution, office council, instrumentality, municipalities, or not for profits codes statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, regulations, and the like.

DISCRIMINATION AND LABOR RECRUITMENT:

The contractor shall comply with Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973 and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three. The contractor shall comply with nondiscrimination provisions as described in Connecticut General Statutes Sections 4a-60 and 4a-60a and any other applicable statute or regulation and administrative procedure.

AMERICANS WITH DISABILITIES ACT:

The contractor shall comply with the Americans with Disabilities Act in accordance with Public Law 101-336 and any other federal laws and regulations.

VIOLENCE IN THE WORKPLACE PREVENTION POLICY:

The contractor shall comply with the Violence in the Workplace Prevention Policy as stated in Executive Order No. Sixteen promulgated on August 4, 1999 and any other applicable statute or regulation and administrative procedure.

AFFIRMATIVE ACTION POLICY STATEMENT:

In order to expedite the awarding of this contract, bidders are encouraged to immediately contact the Department's Division of Contract Compliance in an effort to develop an affirmative action plan for approval.

The proposal shall include a summary of the Proposer's experience with Affirmative Action. This information is to include a summary of the Proposer's Affirmative Action Plan and the Proposer's Affirmative Action policy statement.

Part III of Title 46a of the Regulations of Connecticut State Agencies requires agencies to consider the following factors when awarding a contract which is subject to contract compliance requirements:

- (a) the Proposer's success in implementing an Affirmative Action plan;
- (b) the Proposer's success in developing an apprenticeship program complying with Section 46a-68-1 et seq. of the Regulations of Connecticut State Agencies;
- (c) the Proposer's promise to develop and implement a successful affirmative action plan;
- (d) the Proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the Proposer's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises (See Sections 46a-68j – 23 and 46a-68j – 24 of the Regulations of Connecticut State Agencies).

FREEDOM OF INFORMATION:

Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act (FOIA)

and all rules, regulations and interpretations resulting there from. It will not be sufficient for proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages, or selections that a Proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-19 (b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

STATE ACCESS TO RECORDS, RECORD KEEPING, AND RECORD TRANSFER:

The successful Proposer shall prepare, maintain, and preserve all records with respect to the administration of this program. During the term of this contract, the State shall have access during normal business hours to all such records, in whatever form they exist or are stored, which records shall be the property of the State, and upon termination of the contract all such records, or exact copies thereof, shall be immediately turned over intact to the State. The successful Proposer shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the State free and full access to the records to be maintained by the successful proposer as pertains to the contract. At the option of the State, periodic audits may, at reasonable times, be made of the successful Proposer's books and records insofar as they pertain to the contract. The State or independent public accountants designated by the State shall make such audits at the States expense. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

CONFIDENTIALITY AND CARE OF DATA:

The successful Proposer agrees to protect the confidentiality of any files, data, or other material pertaining to this contract and to restrict their use solely for performing this contract. The successful Proposer shall take all steps necessary to safeguard data, files, reports, or other information from loss, destruction, or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through negligence.

TERMINATION OF CONTRACT AND CONTRACTOR LIABILITY:

A contract awarded because of this RFP may be terminated as follows:

By mutual agreement of the contracting parties specifying the terms of termination and the effective date, which shall be no less than 30 days after the date the non-terminating party received notice by the Department if the successful Proposer fails to fulfill in a timely and proper manner the obligations as set forth in the contract, or if the successful Proposer violates any of the covenants, agreements, or stipulations, as set forth in the contract. The Department shall thereupon have the right to terminate this contract by giving written notice to the successful Proposer of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the successful Proposer under this contract will become the property of the Department.

By the Department, upon 30 days prior written notice to the successful Proposer in whole or in part, when it is in the best interest of the State of Connecticut or the Department to do so.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to the State for damages sustained "by the State by virtue of any breach of the contract by the successful Proposer, and the Department may withhold any payments to the successful Proposer for the purpose of set-off until such time as the exact amount of damages due the State from the successful Proposer is determined.

PAYMENTS:

Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. The State of Connecticut shall assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the Personal Services Agreement has been accepted by the Department, and approved by the Office of the Attorney General State of Connecticut.

Payments will be made on a quarterly basis based upon successful completion of required tasks.

PREVAILING WAGE REGULATIONS:

Based upon the budget estimate prevailing wage rates are not applicable.