

Request for Proposal #17PSX0024

UNIFORMS, CLOTHING

Purchasing Assistant: **Marisol Rivera**

Date Issued: **10 March 2017**

Due Date: **6 April 2017 at 2:00 pm Eastern Time**

**Department of Administrative Services
Procurement Division**



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Request for Proposals (RFP)

UNIFORMS, CLOTHING

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 UNIFORMS, CLOTHING for Department of Administrative Services and all using State Agencies and Political Sub Divisions.

Scope of Services

- A. The Contract resulting from this solicitation (the "Contract") will be in place from May 1, 2017 through May 31, 2022.
- B. There is a 100% small business set-aside component for the "Uniforms" section 1a & 1b. That is limited to Certified Connecticut small business vendors only.

This contract replaces the following contract award(s) in part or in total: 11PSX0127

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date:	10 March 2017
RECEIPT OF QUESTIONS:	Date:	16 March 2017
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	21 March 2017
RFP DUE DATE:	Date:	6 April 2017

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 Purchasing Assistant, 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 Purchasing Assistant, 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 and Conditions

1. DESCRIPTION OF GOODS AND SERVICES:

The Contractors shall offer a wide variety of uniforms and clothing.

(a) **Uniforms**

Proposers responding to "Uniform" portion of this proposal must be certified by the State of Connecticut's Department of Administrative Services/Supplier Diversity Program as a Connecticut Small Business (SBE) and or Minority Business Enterprise (MBE).

i. **Taclite PDU Long Sleeve Shirt –Class B (5.11)**

a. **Style Number:**

72366

b. **Fabric Type:**

Main Body: 65% Polyester, 35% cotton 4.4 oz. Taclite Ripstop with Teflon finish

c. **Features & Benefits:**

- Polyester cotton blend for a professional appearance and comfort Teflon finish for stain resistance.
- Collar stays along the front edge of collar and taffeta lined collar band.
- Sewn-in military creases on the front and back
- Functional epaulettes on each shoulder with reinforced box stitching at armhole and a button and button hole near the neck
- The shirt has a grommated badge holder with an inside support strap
- Bi-swing shoulder design allows for extra movement through the back shoulder
- Two welt openings along side seam for microphone cord access
- Two chest pockets with stitched creases and pencil pocket openings on each flap, 1 1/2" long pen guide on each pocket, hidden under the flap
- 5.11 patented hidden document pocket
- Locker loop at inside back neck
- UPF Rating: 50 (dry)

d. **Stitching & Finishing:**

- **Seams** are durable with 10-12 stitches per inch on all operations
- **Triple needle stitching** on the armholes, back yoke, bi-swing, document pocket and chest pocket bags
- **Double needle topstitching** on both sides of center front top placket, collar edge and pocket flaps
- **Single needle topstitching** on clean finished shirt tail
- **Single needle edgestitch** on front yoke, front & back permanent crease, side welt openings, badge tab, and epaulettes
- **2 Vertical bar tacks** on each of the pocket flaps spaced 1 1/2" apart for the pen pocket opening
- **Bartacks** at top corners of pocket flaps and chest pockets, top and bottoms of document

pocket openings, 3/4" up from side seam on the bi-swing

e. Closures:

- **Buttons** – 4 hole melamine buttons that won't melt, burn, or crack
20 Ligne Buttons: 1 at center front neck band, 6 buttons on front placket: 3 fully function through button holes, the other 3 are applied to the top placket, on top of the button holes, underneath is a zipper closure system that eliminates gapping between the buttons, 2 buttons on each cuff for adjustability, 1 spare button 14 Ligne Buttons: 1 on
- **Hook and loop** closure on document pockets and chest pockets with a button applied, for appearance only on chest pocket flap
- **Zipper** –separating YKK® zipper that features an auto locking slider at center front

f. Labels:

The woven logo label, size/coo label, content label, care label and factory label are permanently attached to the inside of the shirt.

g. Colors:

750 Midnight Navy

ii. Taclite PDU Short Sleeve Shirts- Class B (5.11)

a. Style Number:

71168

b. Fabric Type:

Main Body: 65% Polyester, 35% cotton 4.4 oz. Taclite Ripstop with Teflon finish

c. Features & Benefits:

- Polyester cotton blend for a professional appearance and comfort Teflon finish for stain resistance.
- Collar stays along the front edge of collar and taffeta lined collar back neck.
- Sewn-in military creases on the front and back
- Functional epaulettes on each shoulder with reinforced box stitching at armhole and a button and button hole near the neck
- The shirt has a grommated badge holder with an inside support strap
- Bi-swing shoulder design allows for extra movement through the back shoulder
- Two welt openings along side seam for microphone cord access
- Two chest pockets with stitched creases and pencil pocket openings on each flap, 1 1/2" long pen guide on each pocket, hidden under the flap
- 5.11 patented hidden document pocket
- Locker loop at inside back neck
- UPF Rating: 50 (dry)

d. Stitching & Finishing:

- **Seams** are durable with 10-12 stitches per inch on all operations

- **Triple needle stitching** on the armholes, back yoke, bi-swing, document pocket and chest pocket bags
- **Double needle topstitching** on both sides of center front top placket, collar edge and pocket flaps
- **Single needle topstitching** on clean finished shirt tail
- **Single needle edgestitch** on front yoke, front & back permanent crease, side welt openings, badge tab, and epaulettes
- **2 Vertical bar tacks** on each of the pocket flaps spaced 1 1/2" apart for the pen pocket opening
- **Bartacks** at top corners of pocket flaps and chest pockets, top and bottoms of document pocket openings, 3/4" up from side seam on the bi-swing

e. Closures:

- **Buttons** – 4 hole melamine buttons that won't melt, burn, or crack
20 Ligne Buttons: 7 buttons on front placket: 4 fully function through button holes, the other 3 are applied to the top placket, on top of the button holes, underneath is a zipper closure system that eliminates gapping between the buttons, 1 spare button each sleeve placket, 1 spare
- **Hook and loop** closure on document pockets and chest pockets with a button applied, for appearance only on chest pocket flap
- **Zipper** –separating YKK® zipper that features an auto locking slider at center front

f. Labels:

The woven logo label, size/coo label, content label, care label and factory label are permanently attached to the inside of the shirt.

g. Colors:

750 Midnight Navy

iii. Taclite PDU Pant- Class B (5.11)

a. Style Number:

74371

b. Fabric Type:

Main Body: 65% Polyester, 35% cotton 6.14 oz. Taclite Ripstop with Teflon finish

c. Features & Benefits:

- Self adjusting tunnel waist for ease of movement.
- Internal gripper waistband will help keep your shirt tucked in.
- Diamond gusseted crotch for added durability and range of motion
- Permanent military creases for the professional appearance
- Genuine YKK® zippers and PRYM® snaps to help prevent failures
Machine washable easy care
- Cargo pocket with a zippered pocket at front edge, flashlight pockets and a coin pocket inside wearer's right hand pocket bag
- Patented cargo pocket design to allow for after purchase striping

- UPF Rating: 50 (dry)

d. Stitching & Finishing:

- Durable 5-7 thread seam construction with 10 stitches per inch.
- **Non-raveling lock stitch** top stitching.
- **3 thread overlock** placed at left and right inside fly, front rise, side seams, inseams, and bottom hem.
- **Lock stitch seam** placed at waistband, back rise, side seam pockets, crotch gusset side seam and inseams.
- **Single needle topstitch** at belt loops, tacked down and up and left fly outline.
- **Edge stitch** at waistband top and bottom, belt loops edges, right fly edge, around fly tab, back rise left, around back pocket welts, both edges of back pocket button loops, all pocket facings finish, front pocket bags binding, both crotch gusset edges.
- **1/4" single needle topstitch** at front pocket opening edges.
- **1/4" gauge double needle** stitching at front rise seam, waistband elastic attachments, front pocket bag closures, side seam pocket bags, back pocket bags.
- **Bartacks** at waistband opening, belt loop top corners, bottom of fly, back pocket button loops, front and back crotch gusset points, and at left fly upper and top
- **Triangular bartacks** at back welt pocket ends, front pocket bottom openings
- **Key-hole button hole** placed at center of fly tab.

e. Closures:

- Fly zipper is metal YKK® zipper with locking slider.
- Hidden cargo pocket zipper is a coil YKK® zipper.
- Waist snap is metal PRYM® 5.11 logo snap with extra strong grip.
- Buttons on inside French fly, back pockets and a spare placed at wearer's left pocket bag

f. Labels:

Woven logo label and size/country of origin label are permanently affixed to the inside center back waistband. Fiber content label and care label are permanently affixed to the inside lower side seam

g. Colors:

750 Midnight Navy, 108 Brown, 850 Spruce Green

(b) Clothing

All Proposers can respond to “Clothing, Underwear, Socks, Nightwear, Outerwear and Miscellaneous.” portion of this proposal.

i. Generic clothing

ii. Underwear

iii. Socks

iv. Outerwear

v. Miscellaneous

(c) Product and Performance Specifications

i. Mandatory Clothing Requirements

(a) Colors

All Clothing product must be machine washable and color fast unless specified as Dry Clean Only. An assortment of colors must be available for all products listed unless otherwise stated. Delivered products must be the colors stated on the purchase order, substitute colors will be returned at the contractor’s expense.

(b) Labels

All products must have original labels sewn in stating the contents, size, care instructions and brand name. The Client Agency reserves the right to reject any product(s) delivered without proper labeling.

(c) Dry Clean Only

Contractor must clearly identify and label products that are Dry Clean Only. Any damages associated to a Contractor’s failure to properly identify a product as Dry Clean Only will be reimbursed by the Contractor to Client Agency.

(d) Out of Season/Discontinued Products

Contractor(s) must notify the Client agency in writing if any products are out of season or discontinued.

2. Warranties and Product Support

All items should carry a warranty from the manufacturer and be covered for manufacturer defects for one year (1) year. All Contractors are responsible for ensuring that product(s) received that do not meet the written guarantees and /or warranties published by all manufacturer are replaced within 30 days of notification by the Client Agency. The return/exchange/cancellation of any defective product(s) will be done at the Contractor’s expense.

3.Non- Defect Quality Issues

All products sold must meet the satisfaction of the Client Agency. Any product(s) that involve vendor-added services, such as embroidering, tailoring, screening, laundering, or dry cleaning, must meet the satisfaction of the Client Agency when received. If the Client Agency determines that the product(s) they received are below satisfaction, those product(s) may be returned, exchanged, or cancelled at the expense of the Contractor. Any returns, exchanges, or cancellations based on satisfaction issues must be rectified by the Contractor within 30 days of notification by the Client Agency.

4.Delivery Terms

- (a) The Proposer must indicate lead times.
- (b) Each delivery must be accompanied by a packing slip that indicates the purchase order number, a description of the item(s) being delivered, the quantity and the contractors invoice number.

5>Returns/Disposal

If any product is damaged or unsatisfactory by the Client Agency, the Contractor will offer a full refund or replace product at no additional cost based on the request of the Client Agency. The Contractor will have ten (10) business days to pick up and replace product. If after ten (10) business days the product has not been picked up it will become the property of the Client Agency at no additional cost.

In the event that any uniforms. Patches, badges, or any related security clothing and/or accessory items are deemed unacceptable by the Client Agency, the Contractor must properly dispose of the unused products based on the requirement(s) of the Client Agency. Certificate of disposal must be given to the Client Agency after disposal is completed. The Client Agency will not pay a fee for disposal of unaccepted products.

6. Pricing

- (a) Percentage off Catalog:
All Products listed on the Price List shall have a percentage off the catalog. This percentage is listed in Exhibit B Price Schedule, Section B ("Percentage off Catalog").

6. 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) 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.

(c) 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.

(e) 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. Set Aside Participation

Partial Set Aside:

It is the intention of the state to award 100% of the "uniform" section 1a. to only Connecticut Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) certified by the State of Connecticut's Department of Administrative Services/Supplier Diversity Program, pursuant to Connecticut General Statute 4a-60g. SBE and MBE proposers are required to be certified at the time of the proposal opening and are requested to provide a copy of their company's current certification certificate with their proposal.

Further information about the Supplier Diversity Program can be found at the following link:

<http://das.ct.gov/cr1.aspx?page=34>

2. 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.

3. 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.**

4. Emergency Standby for Goods and/or Services

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an

expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

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

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

- (a) Price Schedule/ Market basket
- (b) Percentage discount off catalog
- (c) Added value/Specials

2. Applicable Content

- (a) Ability to meet specifications, requirements, terms and conditions
- (b) Product Offerings
- (c) Delivery turnaround

3. Business Information:

- (a) Set Aside Status
- (b) Distribution channels (ability to reach geographic locations throughout the state).
- (c) Authorized distributor or manufacturer of the products.

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) Price Schedule
- (b) Price Schedule Percentage discount. Proposers shall submit a catalog.
- (c) Proposers should specify any programs or services that add value. For example rebate, fast delivery...

2. Applicable Content

- (a) Complete description of items offered.
- (b) Delivery turnaround

3. Business Information:

- (a) DAS Set Aside Certificate
- (b) Distribution Channels and demonstrated ability to deliver to various geographical areas throughout the state.
- (c) References
- (d) Proposers shall submit Manufacturer/Distributor letter.

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.