

Request for Proposal #19PSX0279

VENDING MACHINE OPERATIONS PARTNERSHIP

Contract Specialist: **Lynn Peccerillo-Hills**

Date Issued: February 21, 2020

Due Date: March 9, 2020 at 2:00 pm Eastern Time

**Department of Administrative Services
Procurement Division**



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ATTACHMENTS:

1. Draft Contract includes Exhibit A and C
2. Price Schedule
3. Vending Sites and BEP Manager Facility Locations

1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (DAS)/Procurement Division that all Companies create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program have already created a BizNet account.

The BizNet login is: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select Doing Business with the State and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc.).

Existing Companies Needing to Update Their Information: Login to BizNet and select Doing Business with the State and Company Information.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Division at 860-713-5095.

2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Division's goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each request for proposal are being automated in BizNet.

DAS/Procurement Division began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change. Rather than completing them with each proposal submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a proposal response.

Instructions for Uploading Affidavits and Non-Discrimination Forms:

Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:

<https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Admin-Instructions.pdf?la=en>

(a) AFFIDAVITS

THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 – Consulting Agreement Affidavit

- (3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Ethics Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management’s website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(b) NON-DISCRIMINATION –

CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) Form A – Representation by Individual (Regardless of Value)
- (2) Form B – Representation by Entity (Valued at \$50,000 or less)
- (3) Form C – Affidavit by Entity (RECOMMENDED) (Valued at \$50,000 or more)
- (4) Form D – New Resolution by Entity
- (5) Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

3. Online Proposal Responses

Any proposal posted by DAS/Procurement Division must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and then upload these completed documents (as well as any other required submittal documents) through BizNet prior to date and time upon which the Proposal is due pursuant to the RFP. Late submissions will not be accepted. All proposals response submitted must be e-signed. Proposals that are not e-signed are not received by DAS/Procurement and cannot be viewed or considered. If any required documents have not been uploaded, the system will not allow you to e-sign. After successful e-signature, Proposers will get a confirmation that their proposal has been successfully submitted. If you do not receive this electronic confirmation, please contact DAS/Procurement at 860-713-5095. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

- Contractor Information/Electronic Signature Page – Web Based fillable Form
- Employment Information Form (DAS-45) – Web Based fillable Form
- Statement of Qualifications (DAS-14) – PDF Fillable Form
- Connecticut Economic Impact Form (DAS-46) – Web Based fillable Form
- Contract Exhibit B – Price Schedule (RFP-16)
- RFP Addendum (RFP-18) – if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the proposer prior to proposal submittal:

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

- Contract Exhibit C – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitations Limitations

4. Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet accounts with new and/or updated insurance information.

The following documentation will need to be uploaded to each company's BizNet account and evidencing that the State is an additional insured:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under "DAS Business Friendly Initiatives" at the following website: <https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Upload-Instructions.pdf?la=en>

Proposers are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the RFP. Please read ALL RFP documents carefully and provide all required information. Failure to do so may result in rejection of your proposal.

Overview

In accordance with Federal Randolph-Sheppard Act and Connecticut General Statute 10-303, the authority in charge of any building or property owned, operated, or leased by the State, a municipality or Federal Government must grant the BEP the first option to secure a permit for the placement of vending machines in such building or property. These locations are known as BEP vending sites and for the purpose of this RFP will be referred to as "vending site(s)."

The Department of Administrative Services (DAS) on behalf of the Business Enterprise Program (BEP) as part of the Department of Aging and Disability Services, Bureau of Education and Services for the Blind (BESB) herein the "Client Agency" is issuing this Request for Proposal (RFP) to partner with a qualified company to place and maintain vending machines in such building or property.

There are some instances where BEP may waive its option to a particular vending site, meaning the authority in charge of that particular site will have the authority to place a vending machine that will not fall under the contract resulting from this solicitation (the "Contract").

In addition to the vending sites, BEP licenses individuals who are legally blind (also known as BEP Managers) to operate food service/ gift shop business on government property. These locations are known as BEP Manager Operated facilities. As part of this RFP, BEP is requesting proposers to offer wholesale product pricing and/or volume discount pricing to BEP Managers for over the counter sale in BEP Manager Operated facilities. For these locations, BEP Managers may sell any brand of product, so exclusivity for these locations will not apply.

The contract resulting from this RFP (Contract) will replace the following contract award(s) in part or in total: 14PSX0217. The following is a link to 14PSX0217: https://biznet.ct.gov/SCP_Documents/Results/15612/Contract.pdf

The following is sales data for the current contract:



BESB 1 Beverage
Sales 7-2018 - 6-2019



BESB 1 Snack Sales
7-2018 - 6-2019.xls



BESB 2 Beverage
Sales 7-2018 - 6-2019



BESB 2 Snack Sales
7-2018 - 6-2019.xls

Scope of Services

The Contractor shall install, operate and maintain new or like new fully functional vending machines. Each machine must be capable of accepting coin and currency (with large bill acceptors). In designated high-volume locations and various other mutually agreed upon locations machines must also be equipped to accept credit/debit cards and or with a mobile payment system. All machines must also be equipped with SureVend or comparable technology capable of automatically dispensing permitted items within designated buildings and locations.

The Contractor shall provide all necessary vending equipment as required by BEP as well as the products and labor to fill and maintain the vending equipment.

BEP reserves the right to add and/or remove vending site locations from the Contract at any time.

The income or commissions (percent of gross sales) from all vending machines covered by the Contract will accrue to BEP.

The State encourages proposer(s) to partner with Connecticut small businesses certified by DAS in responding to this RFP.

The State intends for this RFP to result in a single contract award. The contractor shall be responsible for the entire geographic area of the State of Connecticut.

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date:	February 21, 2020
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RECEIPT OF QUESTIONS:	Date:	February 27, 2020, by noon Eastern Time
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ANSWERS TO QUESTIONS RECEIVED WILL BE POSTED AS ADDENDUM VIA THE DAS PORTAL

RFP DUE DATE:	Date:	March 9, 2020 at 2:00 pm Eastern Time
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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, Lynn Peccerillo-Hills via email: lynn.peccerillo@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, Lynn Peccerillo-Hills via email: lynn.peccerillo@ct.gov.
5. **Solicitation Submission:** Solicitations shall be submitted online by the RFP due date and time only. Proposers shall upload their solicitation submission to their BizNet Account.

Description of Goods & Services Specifications and Additional Terms & Conditions

1. **DESCRIPTION OF GOODS AND SERVICES:**

- (a) **Contractor Responsibilities:** The Contractor shall provide all necessary vending equipment as required by BEP as well as the products and labor to fill and maintain the vending equipment.

BEP reserves the right to accompany the Contractor representative on rounds to remove money from the machines and to be present while same is counted.

The Contractor will not erect or allow to be erected any signs, displays, or advertising devices in the individual buildings or upon the grounds except for those signs contained on the vending machines, which are necessary for product identification and the proper control and maintenance of the individual vending machines.

The Contractor shall guarantee that all food, equipment and the operation thereof meet all applicable State and local Health Department requirements.

Upon BEP request, the Contractor may be required to provide a heating appliance to vending site location to complement fresh/frozen food vending machines.

The Contractor shall mark and visibly display all perishable food products with an expiration date and shall immediately replace all such products that have expired. In addition, current or future regulations regarding healthy snack updates (*For example: calorie/nutritionals vending machine display,*) relating to vending machine products will be the responsibility of the Contractor to institute and maintain. The following is a link to the State of Connecticut, Department of Education "Healthy Food Certification" requirements: <https://portal.ct.gov/-/media/SDE/Nutrition/HFC/RequirementsHFC.pdf>

- (b) **Subcontractors:** The Contractor shall not assign, transfer or sublet any location covered by this Contract without the express prior written permission of BEP.

BEP reserves the right to require the Contractor to terminate or cancel any of its subcontractors in accordance with section 9 of the Contract form attached to this RFP as Attachment 1.

The Contractor shall be responsible for ensuring that all subcontractors' possess all required licenses and otherwise comply with all then current laws, rules and regulations.

- (c) **Recalled Products:** The Contractor shall monitor product recalls and immediately remove any items that are recalled.

(d) Service Employees of Contractor and/or Subcontractor: All service employees of the Contractor must wear distinguishable uniforms and provide photo identification while working at the specified locations and must comply with the requirements of the building management regarding the stocking/servicing of the machines.

All Contractor/subcontractor vehicles must have conspicuous company markings for easy identification.

(e) Vending Site Location: The Contractor shall comply with each vending site's specific requirements for security clearances, such as fingerprinting, badge requirements, hours of service, contact requirements for building facility representatives and other such requirements. Contractor shall be responsible for all costs associated with complying with these requirements, if required.

BEP reserves the right to add and/or remove vending site locations from the Contract.

(f) Manager Operated Facilities: BEP licenses BEP Managers to operate food service/ gift shop business in BEP Manager Operated facilities. As part of this RFP, BEP is requesting proposers offer product pricing to BEP Managers who may wish to purchase products for sale in BEP Manager Operated facilities. For these locations, BEP Managers may sell any brand of product any vending machine product exclusivity requirements would not apply to these sales.

As a part of the delivery of goods ordered as described in this section, Contractors shall fill the coolers at the direction of BEP Managers as a part of the delivery of goods.

(g) Vend Equipment: The Contractor shall provide all new, or like new, fully functional vending machines which dispense products which include, but are not limited to, soda, snacks, fresh foods, milk, coffee, ice cream, beverages, and other sundry services for vending.

The Contractor shall install, operate and maintain new or like new fully functional vending machines. Each machine must be capable of accepting coin and currency (with large bill acceptors). In designated high-volume locations and various other mutually agreed upon locations machines must also be equipped to accept credit/debit cards and or with a mobile payment system.

Contractor will provide on-call maintenance and repair service for its vending machines. Contractor will ensure that each vending machine has a toll-free telephone number posted for service calls and will respond on-site to calls within 24 hours of the call being placed. Contractor shall repair any vending machine that is not working properly or replace it with a machine in good working order within five business days.

Contractor shall provide vending machines that carry the ENERGY STAR seal and meet the ENERGY STAR® specifications for energy efficiency as outlined below. Respondents are encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products.

Equipment and appliances offered pursuant to the Contract must meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conservation Act, 42 USC 6295, any federal regulations adopted thereunder, and must meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

The Contractor shall retain ownership of the vending equipment.

The Contractor shall assume all risk for any loss of and to its equipment, money and products from whatever cause including, but not limited to theft and vandalism.

All machines must be equipped with full financial and product audit functions, including product sales, cash sales and vend data with corresponding machine number and type of machine. BEP reserves the right to perform inspections and sales audits on all equipment. Inspections and audits may be conducted by BEP representative(s) or by a qualified third party. Any inspection and audit cost incurred will be paid by BEP.

BEP shall at all times retain the right to inspect the machines and vending areas to assure maximum cleanliness and compliance with all applicable BEP or other applicable specifications.

All candy/snack vending machines must have a guaranteed delivery system similar to SureVend by Crane Merchandising System, whereby a product delivery sensor guarantees that a selected product is delivered to a customer or their money is returned. Machines may not be set on "force" vend which will not allow refunds to the customer.

- (h) Installation and Removal of Vend Equipment:** The Contractor shall bear all expenses of machine installation and removal. The vending site location facility will be responsible for bringing all utilities including necessary water and electrical lines to a point within five (5) feet of each machine that requires such lines. However, final hookup is the responsibility of the Contractor.
- (i) Utilities:** The vending site location facility will be responsible for the cost of utilities such as, but not limited to, water and electricity, or the installation of such utilities.
- (j) Maintain, repair & improvement of locations:** As the Contractor vending machines will be within or near existing buildings, which are the vending site location's responsibility, it is understood that the authority responsible for each vending site location has the right to maintain, repair, improve or reconstruct these locations as it deems necessary. The Contractor shall cooperate with the authority responsible for each vending site location, even to the extent of removing the vending machines and later replacing them if required by renovation or improvement of facilities. The authority responsible for each vending site location will give the Contractor reasonable notice of such repairs or maintenance if the vending machines must be removed. No claim may be made for lost profits or business if maintenance, repairs or reconstruction requires vending machines to be moved within an existing area or to be removed for a period of time to permit such work.
- (k) Continuity of Service/Transition Plan and Product Enhancement:** Contractor shall provide a transitional plan to BEP. This plan must state the process by which the Contractor shall prepare the timeframes and the processes on equipment delivery, communication for equipment needs for electrical, water, etc. requirements and the final turnover and commencement of vend services following Contract award. This process must include the potential of continuity of services with the current contractor as to not disrupt or interfere with the provision of vending services.

The Contractor is required to have an emergency backup plan in place to ensure that there is uninterrupted service in the event of work stoppages, computer failures, shortages, or any other emergency situation.

In addition, once the Contract expires or is terminated, the Contractor shall provide for the continuity of services and removal of equipment prior to exiting.

BEP shall be made aware of any new products as they become available (ex., new potato chips, etc.). BEP may request samples of new products, along with nutritional requirements.

(l) Resources and Support: Contractor shall provide BEP an employee(s) assigned to handle the day to day logistics including but not limited to:

- Advise BEP of potential future locations that may fall under the requirements of the Federal Randolph-Sheppard Act and Connecticut General Statute 10-303.
- New product inventory, new equipment options.
- Customer service issues/concerns with vending site locations and subcontractors.
- Participation on calls with BEP representatives to clearly articulate program objectives.
- Provision of representatives by telephone (Connecticut or toll free (800) number preferred), as well as via fax, or email. Customer service representatives must be reachable Monday through Friday from 8:00 AM to 5:00 PM EST.
- Participation in quarterly reviews of internal customer satisfaction and commitment to make consistent efforts to improve customer satisfaction.
- Participation in audits of vending machines and subcontractors
- Coordination of timely reporting of sales and commission information
- Coordination of timely processing of payments
Provision for accurate listing of where vending machine(s) are placed.

(m) Emergency Contact(s): The Contractor is required to provide to BEP emergency telephone numbers and contact personnel that are available 24 hours, 7 days per week, including holidays.

(n) Monthly Reports: The Contractor shall submit an electronic sales report to BEP by the last business day of each month for the prior month's sales activity. This report shall include but not be limited to the following:

Machine number, location name, address, owners, machine type (i.e. soda, snack, etc.); commission percentage, gross sales commission paid to BEP per machine, and any other ongoing activities relating to the vend process.

BEP reserves the right to request the Contractor to submit additional or revised reports related to the service provision.

(o) Commission Payments: The Contractor shall submit monthly electronic commission payments to the State Comptroller within 35 days subsequent to the end of each calendar month and shall include a report detailing what the payment represents.

(p) Direct payment of Commissions: The Client Agency, grants commissions generated from vending machines located in schools and parks and recreation facilities to be used for student activity funds. The Contractor shall pay the commissions outlined in Exhibit B.1 for Non-Highway, Federal, Municipal locations directly to these entities student activity funds.

2. ADDITIONAL TERMS AND CONDITIONS:

(a) Performance Monitoring: Throughout the term of this Contract, Client Agency Designee and DAS will monitor the Performance of the Contractor. The Client Agency Designee shall report to DAS and the Contractor if breach or poor performance is found at the Facility. All data collected will be saved to the Contract file and DAS shall use such data to determine whether the Contractor is qualified for future bids / proposal evaluations.

- (b) 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.
- (c) Energy Star Provision (per CGS 4a-67c):** Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.
- (d) 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.

Proposal Requirements

- 1. Contract Period:** The State intends that this contract shall be in effect from 1 July 2020 through 30 June 2025.
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.
- 2. Set Aside Participation - 2nd Tier Set Aside:** Proposers are advised that the awarded contractor may utilize small (SBE), minority; (MBE), owned business enterprises in the formulation of the subsequent contract award. Proposers must include with their RFP return their intent to utilize such contractors and to provide an established dollar volume of the proposal that will be conducted by small/minority business enterprises. In order for businesses to be considered as small/minority business enterprises, they must hold a current certification of eligibility issued by the Department of Administrative Services, Supplier Diversity program as a Small / Minority Business Enterprise.
Further information about the Supplier Diversity Program can be found at the following link: <https://portal.ct.gov/DAS/Services/For-Agencies-and-Municipalities/Procurement/Supplier-Diversity>
- 3. Motor Carrier Administrative 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 whose submittal is not rejected will be the subject of an Administrative Review conducted by the Connecticut Department of Motor Vehicles ("ConnDMV"), Administrative Review Unit.
In order for ConnDMV to conduct this review, proposers must provide DAS with their Connecticut Tax registration number and their U.S. DOT number with their RFP response where specified in Exhibit B. If you do not include the numbers in Exhibit B and then fail to provide it subsequently when and as asked, your submittal will be rejected.
Further information about the Administrative Review process may be obtained from ConnDMV at: <https://portal.ct.gov/DMV/Commercial-Vehicle-Safety/Commercial-Vehicle-Safety/Motor-Carriers-Applying-for-State-Contracts>
- 4. 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.

5. **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.
6. **Bonds:** Contractor shall provide to DAS, at the time of the signing of this contract, performance surety to faithfully fulfill the obligations of his/her proposal in the amount of \$3,000,000. This performance bond shall be updated annually by Contractor. The surety must be a corporate surety, licensed by the Insurance Commissioner and the state of Connecticut and must hold a Certificate of Authority as an acceptable Surety and/or Reinsuring Company acceptable to the Federal Department of Treasury. The Surety's underwriting limitation must not be less than the full amount required by the bond, itself.
7. **Stability of Proposed Prices:** Any price offerings from proposers must be valid for a period of 90 days from the due date of the proposals.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Erroneous Awards:** DAS reserves the right to correct inaccurate awards.
13. **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.
14. **Ownership of Proposals:** All proposals shall become the sole property of the State and will not be returned.
15. **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.
16. **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 (Form RFP-16 Price Schedule)

- (a) RFP-16 Exhibit B Price Schedule
- (b) Additional Financial Incentives (ex. Profit sharing plans, sponsorship, rebates, etc.)

2. Account Management

- (a) Ability to provide service, maintenance, service calls, etc. and Strategy for managing contract and customer service approach
- (b) Ability to adhere to quality assurance / safety requirements
- (c) Reporting capabilities

3. Delivery

- (a) Service Plan to provide Statewide Coverage (incl. subcontractors)
- (b) Transition Plan

4. Business Information:

- (a) Company Experience
- (b) Ability to obtain required Performance Bond
- (c) References

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 (Form RFP-16 Price Schedule)

- (a) Complete and upload RFP-16 Price Schedule.
- (b) Provide a detailed description of the company's proposed profit-sharing plan. Include estimated value to BESB/BEP and method of payment to BESB/BEP. Proposer(s) is encouraged to be creative in its profit-sharing proposal.
- (c) Additional Financial Incentives offered: Provide a detailed description of all additional financial incentives offered. Examples include but not limited to: sponsorship, rebates and other value added offerings. Proposer(s) is encouraged to be creative in its additional financial incentives.
- (d) Offerings to BEP manager operated facilities for example: case pricing, rebates and/or other financial incentives.

2. Account Management

- (a) The Company's ability and approach, and the resources necessary to fulfill the requirement outlined in the RFP. This should include a specific point-by-point response, in the order listed, to each requirement in the RFP.
- (b) Submit a complete narrative of the company's strategy for managing contract and customer service approach including your plan for supplies for the persons that may be utilizing the vending machines, refund policy, keeping machines new or like new and fully functioning. In addition, detail solutions for consumer payment processes (example credit card readers, etc.)
- (c) Strategy for managing contract and customer service approach (For example: dedicated sales representative, timely and continuous communication, etc.) and how this will be accomplished.
- (d) Quality Assurance & Safety policies: Detail your quality assurance and safety policies (perishable foods, loss of refrigeration, etc.) Detailed solutions for consumer payment including accepting up to twenty dollar denominations by patrons for product and other technological advances
- (e) Describe in detail how your company plans to audit vending machine sales, including sales by your subcontractor and a plan for discouraging theft. Outline your sales reporting format and methodology.

3. Delivery

- (a) Service plan to provide statewide coverage (including subcontractors – include employee hiring practices). Provide a detailed plan on how your company will maintain and repair all equipment and what your fill schedule will be on weekdays, weekends and holidays.
- (b) Detail your companies and or partners ability to service geographic areas in your proposal.
- (c) Provide a detailed plan on how your company will have all equipment ready and available on July 1, 2020.

4. Business Information:

- (a) Detail companies experience in providing similar scope of services.
- (b) Performance Bond
- (c) References: Provide a list of at least three (3) references similar in nature to this RFP. Please include the name of the company, a contact person, a telephone number and/or e-mail address and the estimated dollar value of the project
- (d) **Set Aside Participation** - Describe partnership plans with Connecticut Certified SBE/MBE as required in Proposal Requirements Section 3 of the RFP.
- (e) Upload a copy of the vending machine operator(s) license from the Connecticut Department of Consumer Protection.
- (f) Provide the company's Federal DOT ID number where specified in Exhibit B. Failure to provide this information may result in the rejection of your proposer.

Negotiations

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The State will pursue negotiations with the proposer whose proposal scores highest. If, for whatever reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to suspend the current RFP process and start the RFP process again.