



**Solicitation Number: 24PSX0124**

**Fish Food for Hatchery**

Invitation to Bid (ITB)

**State of CT - DAS Procurement**

-

## General Header Information

**No.** 24PSX0124  
**Title:** Fish Food for Hatchery  
**Start Date:** November 13, 2024 at 12:00:00 PM GMT  
**End Date:** November 26, 2024 at 7:00:00 PM GMT  
**Vendor Q&A Start Date:** November 13, 2024 at 5:00:00 PM GMT  
**Vendor Q&A End Date:** November 20, 2024 at 9:00:00 PM GMT  
**Estimated Total Value:**  
**Who can respond to this bid? :** All Vendors  
**Description:** This solicitation is for Fish Feed to be delivered in 40 or 50 pound bags to different hatchery locations.  
**Delivery Terms:** Free On Board Destination  
**Payment Terms:** Vendor Specified  
**Contact Information:** State of CT - DAS Procurement  
Marcie Wilson  
450 Columbus Blvd Hartford CT, 06103 United States  
Tel: 860-713-5622  
Fax:  
Marcie.Wilson@ct.gov  
**Contact Details:** If you have any questions, please contact:  
Marcie Wilson  
450 Columbus Blvd Hartford CT, 06103 United States  
Tel: 860-713-5622  
Fax:  
Marcie.Wilson@ct.gov  
**Selected Categories:**

## Header Custom Fields: ELECTRONIC SIGNATURE

### *Instructions*

**Instructions IMPORTANT:** The following electronic signature requires supplier agreement in order to respond to a solicitation. The individual submitting this electronic signature must be authorized to sign contracts on behalf of the company and must be listed as such in the company's corporate resolution/vendor authorization documents. Please keep in mind that the person listed as "authorized" must be the same person submitting their electronic signature when completing their company's submittal.

**ELECTRONIC SIGNATURE OF PERSON AUTHORIZED TO SIGN SOLICITATIONS ON BEHALF OF THE COMPANY:**

*I am duly authorized to sign documents on behalf of this company. By selecting "I Agree" in the drop down box below, I confirm and understand that an electronic signature is taking place and I intend to be bound by and authenticate this electronic record, and attest to the statements contained within. I hereby certify that all information supplied is true to the best of my knowledge and belief, subject to the penalties of false statement.*

I agree,I disagree

*The respondent hereby certifies under penalty of false statement that all the information supplied is complete and true.*

I agree,I disagree

## SUPPLIER REQUIREMENTS

### *Supplier Solicitation Response End Date*

Suppliers are reminded that all solicitation responses must be made in accordance with the end date and time listed in the solicitation. Please allow sufficient time to upload your solicitation response as responses not fully uploaded by the end date and time will not be considered. Upon submission, you will receive a confirmation message that will display that the response was submitted.

### *Requirements Tab*

Suppliers are reminded to click on the "Requirements" tab to access notifications and specific solicitation requirements that affect Supplier responses. Please refer to the CTsource system "Help" functionality or training documents on the State Contracting Portal titled "How to Respond to Solicitations" for additional guidance.

## *Supplier Award Requirements*

Suppliers are reminded that prior to contract award, a supplier will be required to update specific information in the Supplier's CTsource account. Please refer to the "Additional Required Attributes and Attachment" section of the CTsource "Supplier Registration Portal User Guide" for additional guidance.

## **Solicitation Requirements: SOLICITATION OVERVIEW**

### *Background*

The State of Connecticut Department of Administrative Services (“DAS”) is issuing this Solicitation pursuant to its authority under CGS 4a-2, 4a-52 and 4d-2.

This contract replaces the following contract award(s) in part or in total 14PSX0290.

## **SOLICITATION OBJECTIVES**

### *Description of Objectives*

Fish feed for different hatchery locations in Connecticut.

## **SOLICITATION INSTRUCTIONS**

### *Questions and Communication*

1. Questions for the purpose of clarifying this Solicitation must be received no later than September 11, 2024 (ET) and must be directed to Marcie Wilson, via email at [Marcie.Wilson@CT.gov](mailto:Marcie.Wilson@CT.gov).
2. Answers to questions received by the due date and time will be posted as an Addendum on September 6, 2024.
3. During the period from your organization’s receipt of this Solicitation, 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 Marcie Wilson, via email at [Marcie.Wilson@CT.gov](mailto:Marcie.Wilson@CT.gov).

## **SOLICITATION PROVISIONS**

### *Brand Name Specifications 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 respondents 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 respondent shall warrant to the State that it is fit for that purpose. Solicitation responses on comparable items must clearly state the exact article being offered including any and all applicable options and the respondent shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the respondent does not indicate that the article offered is other than as specified, it will be understood that the respondent is offering the article exactly as specified. Respondents must submit complete documentation on the specifications and quality levels of the products. Solicitation responses submitted that do not contain this documentation are subject to rejection.

### *Quantities and/or Usage*

Quantities and/or Usages Any quantities set forth in this Solicitation 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

### ***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.

### ***Required References***

Contractor shall provide references from **separate organizations** as required in the Questionnaire tab.

### ***ITB Solicitation Standard Terms and Conditions***

The following Standard Terms and Conditions govern the Invitation to Bid (ITB) solicitation issued by the Department of Administrative Services (DAS). Incorporated by reference into these Standard Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 or Title 4d, Chapter 61 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1 or 4d-3-1.

Respondents shall comply with the statutes and regulations as they exist on the date of their ITB response and as they may be modified from time to time during the term of the Contract, as it may be amended.

Pursuant to Connecticut General Statute 4a-60b, DAS, at its sole discretion, may elect to solicit ITB response pricing through a Reverse Auction.

***Submission of ITB Responses:***

1. All solicitation documents must be submitted on-line through CTsource and will be accepted as your official ITB response submission by DAS. If DAS receives additional submissions of your ITB responses in any other method, DAS will reject those submittals.
2. Solicitation of responses must be submitted on-line using the forms specified by DAS and must be submitted no later than the due date and time specified in the solicitation. Paper Bids, telephone, email or facsimile responses will not be accepted in response to a solicitation. Respondents are cautioned that there may be additional documents, attachments or requirements posted on CTsource at any time. All documents must be reviewed and required information provided. Failure to do so may result in rejection of the ITB response.
3. ITB solicitations received after the due date and time specified in each ITB solicitation will not be accepted for consideration.
4. A respondent will not be allowed to post or resubmit a bid response after the due date and time specified in the ITB solicitation. Incomplete bid forms may result in the rejection of the bid response. Amendments to bid responses received by DAS after the due date and time specified for opening of solicitations will not be considered. With the exception of pricing submission through Reverse Auction participation, ITB responses may be electronic or handwritten and then uploaded in CTsource. All bid response shall be signed by a person duly authorized to sign bids on behalf of the respondent. Unsigned ITB responses may be rejected.
5. Conditional bid responses are subject to rejection in whole or in part. A "conditional bid response" is defined as one limiting or modifying any of the terms and conditions and/or specifications of the ITB solicitation.
6. Alternate bid responses will not be considered unless the ITB specifically requests alternate bid responses. An alternate bid response is one which is submitted in addition to and is not dependent upon the respondent's primary response to the ITB solicitation.

7. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the ITB solicitation, and subject only to cash discount.

8. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

9. All bid responses will be opened publicly on the date specified in the ITB solicitation and, upon award, are subject to public inspection.

10. The successful respondent shall be bound by the terms and conditions of the form contract attached to the ITB solicitation. The respondent fully acknowledges and agrees with all of the terms and conditions contained in this Standard Terms and Conditions agreement, the accompanying ITB solicitation, the Contract and any other exhibits or attachments to this ITB solicitation and Contract. Further, if the respondent is awarded a contract for the deliverables called for in the ITB solicitation, the respondent's signature on any documents related to this ITB solicitation, shall mean that the respondent shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the ITB solicitation, these Standard Terms and Conditions, and the Contract as if the respondent had actually executed this Standard Terms and Conditions form and the Contract itself.

***Guaranty or Surety:***

11. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

***Samples:***

12. The quality of accepted bid samples does not supersede the specifications for quality in the ITB solicitation unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.



Samples are furnished free of charge. Respondents must indicate if their return is desired, which DAS shall do or cause to be provided that they are returned at respondent's sole cost and expense, FOB respondent's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

**Award:**

**13.** Award of a contract will be made to the lowest responsible qualified respondent and shall be based on quality of the deliverables to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

DAS may reject any respondent in default of any prior contract or guilty of misrepresentation or any respondent with a member of its firm in default or guilty of misrepresentation.

DAS may correct inaccurate awards resulting from clerical or administrative errors.

Respondents have 10 days after notice of award of the Contract to refuse acceptance. After 10 days the Contract will be binding on the Contractor. If the Contractor rejects the award within the 10 day period, DAS will award the Contract to the next lowest responsible qualified respondent.

**Contract:**

**14.** Section 4a-81 of the Connecticut General Statutes requires that this ITB solicitation of which these Standard Terms and Conditions are a part include a notice of the consulting agreement representation requirements described in Section 4a-81 of the Connecticut General Statutes. Accordingly, contractors are notified as follows:

**14. (a)** No state agency or quasi-public agency shall execute a contract for the purchase of goods or services, which contract has a total value to the State of fifty thousand dollars or more in any calendar or fiscal year, unless the contract includes representations described in subsection (b) of 4a-81 of the Connecticut General Statutes as follows:

**14. (b) 1.** Each contract shall include a representation whether any consulting agreement has been entered into in connection with any such contract. Such representation shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, State or public official or State employee was expected or made.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contracting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts.

“Consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State’s Codes of Ethics, as of the date such contract is executed.

**14. (b) 2.** Such representation shall be sworn as true to the best knowledge and belief of the person signing the contract and shall be subject to the penalties of false statement.

**14. (b) 3.** Such representation shall include the following information for each consulting agreement listed: the name of the consultant, the consultant’s firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former State employee or public official, such representation shall indicate his or her former agency and the date such employment terminated.

**14. (c)** If a contractor refuses to agree to the representations required under subsections (a) and (b) of Section 4a-81 of the Connecticut General Statutes, then the state agency shall not award the contract to such contractor and shall award the contract to the next highest ranked contractor or seek new ITB responses.

**15.** Section 4-252 (the “Statute”) of the Connecticut General Statutes requires that the ITB solicitation, of which these Standard Terms and Conditions are a part, include a notice of the contractor representation requirements described in the Statute. Accordingly, pursuant to the Statute, contractors are notified as follows:

**15. (a)** The terms “gift,” “quasi-public agency,” “state agency,” “large state contract,” “principals and key personnel” and “participated substantially” as used in this section shall have the meanings set forth in Section 4-250 of the Connecticut General Statutes.

**15. (b)** No state agency or quasi-public agency shall execute a large state contract unless such contract contains the representation described in Section 4-252(c) of the Connecticut General Statutes as follows:

**15. (c)** Any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large State contract shall represent:

**15. (d)** That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participates substantially in preparing bids, proposals or negotiated State contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or State employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (iii) that the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person.

**15. (e)** Any respondent that does not agree to the representations required under Section 4-252 of the Connecticut General Statutes shall be rejected and the state agency or quasi-public agency shall award the contract to the next lowest responsible qualified bidder or seek new bids.

**16.** Section 4-252a of the Connecticut General Statutes requires that the ITB solicitation, of which these Standard Terms and Conditions are a part, include a notice of the contractor representation requirements described therein. Accordingly, pursuant to the Section 4-252a of the Connecticut General Statutes, contractors are notified as follows:

**16. (a):** The terms “quasi-public agency,” and “state agency,” have the same meanings as provided in Section 1-79 of the Connecticut General Statutes, “large state contract,” as used in this section shall have the meanings set forth in Section 4-250 of the Connecticut General Statutes.

**16. (b):** No state agency or quasi-public agency shall execute a large state contract unless such contract contains a certification as follows:

Contractor has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

**17.** The existence of the Contract shall be determined in accordance with the requirements set forth above. However, the award of the Contract is not an order to ship. Contractors may not begin to perform under the awarded Contract until the Contractor and the State have executed the Contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

**18.** Section 9-612 of the Connecticut General Statutes requires that the ITB solicitation, of which these Standard Terms and Conditions are a part, include a notice of the contractor representation and certification requirements described therein. Accordingly, pursuant to the Section 9-612 the Connecticut General Statutes, contractors are notified as follows:

- a. The State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions is located at the Internet link <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>.
- b. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.
- c. No state agency or quasi-public agency shall execute a state contract unless such contract contains a certification that:
  - i. Any principal of the state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of section 9-612 of the Connecticut General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.
  - ii. Any principal of the state contractor or prospective state contractor submitting a bid or proposal for a state contract shall disclose on the certification all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates for a period of four years prior to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all such contributions have been disclosed.

**19.** Sections 4a-60 and 4a-60a of the Connecticut General Statutes require that this ITB solicitation of which these Standard Terms and Conditions are a part include a nondiscrimination affirmation certifying that the contractor understands the obligation of Sections 4a-60 and 4a-60a of the Connecticut General Statutes that require contractor to maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (c) of 4a-60 and subsection (b) of 4a-60a. The authorized signatory of the contract shall demonstrate his or her understanding of these obligations by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, or (B) providing an affirmative response in the required online response to a bid or proposal question which asks if the contractor understands its obligations.

**20.** All prospective bidders, proposers or contractors have the right to contest the solicitation or an award determination in accordance with sections 4e-36, 4e-39 and 4e-40 of Connecticut General Statutes.

*The above-named respondent fully acknowledges and agrees with the terms and conditions contained in this solicitation and related contract. If the above-named respondent is awarded a contract for the goods and/or services called for in the ITB solicitation, the respondent's electronic signature will mean that the respondent shall be bound by and perform fully in accordance with the terms and conditions set forth in the solicitation and contract.*

I Agree, I Disagree

## **SOLICITATION SELECTION CRITERIA**

### *Solicitation Award Methodology*

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

**This bid has no questions defined.**

## **Documents:**

24PSX0124 - Contract Document GS Final.pdf

24PSX0124 - Fish Feed Exhibit A Final.pdf

24PSX0124 Exhibit B Final.pdf

## Item Specifications

Solicitation Line Items are available via a link on the Solicitation Summary screen.

