

REQUEST FOR PROPOSAL

FOR

Training and Consulting Services for
Technical, Soft Skills and Computer Related Topics
for The Institute of Technology & Business Development (ITBD)

AT

CENTRAL CONNECTICUT STATE UNIVERSITY

RFP NO. S067082

DUE: May 24, 2007, 3:00 P.M.

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Purchasing Department
Phone: (860) 832-2531
Fax: (860)832-2523

I. REQUEST FOR PROPOSAL

RFP NO. S067082

Central Connecticut State University is requesting sealed proposals from qualified parties for

Training and Consulting Services for
Technical, Soft Skills and Computer Related Topics
for CCSU's Institute of Technology & Business Development (ITBD)

Proposals are to be received in the Purchasing Department, Central Connecticut State University until 3:00 P.M. on May 24, 2007, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the award of the contract.

II. PURPOSE OF THE RFP

1. BACKGROUND

The Institute of Technology and Business Development (ITBD) is a University-based outreach function dedicated to building the Connecticut economy by providing competitive advantages to business and industry through access to technical training, skill development, industrial modernization, marketing and financial and networking opportunities. ITBD is located at 185 Main Street, New Britain CT.

One of the centers at ITBD is The Training Center (TTC). TTC provides affordable, current and advanced technology based skill development to business, manufacturers and industry in Connecticut. Programs offered by TTC fall under the broad categories of Technical, Soft Skills, Quality, and Lean Enterprise. The Training Center also has the capability to develop specialized training and consulting programs to fit the individual needs of the client, in any discipline.

2. OBJECTIVES

As a response to customer demand, it is the intent of this RFP to select several qualified trainers and consultants to provide training and consulting services for Technical, Soft Skills, and Computer Related Topics to ITBD clients on an "as needed" basis.

Client companies will contact ITBD/TTC to provide and coordinate training and/or consultation services as needed. ITBD/TTC in turn will contact the appropriate trainers and/or consultants, placed on contract as a result of this RFP, to provide the requested services. ITBD/TTC desires to have a broad range of trainers and consultants, with a broad range of talents and capabilities, on contract to serve as many client needs as possible.

Trainers/Consultants will be responsible for conducting training classes and seminars at various client locations throughout Connecticut and the Northeast/New England. The hourly rate provided includes all fees and expenses. **The hourly rate should be applied only to time spent at client sites. No charges for travel time/expenses or curriculum development/time shall be allowed. In addition, an up-front meeting with ITBD/TTC and its client is required at no charge.**

3. TERM OF CONTRACT

Resulting contracts will be from date of award through June 30, 2009.

III. RFP REQUIREMENTS

Training and consulting will take place at various client locations throughout Connecticut and the Northeast/New England. The following list serves as an example of training topics TTC provides. **Respondents must have experience in classroom style training in any of the topics listed below in which they are interested in providing services and must have the ability to customize training to the client's needs.**

Technical

AutoCAD, Cadkey, or CAM
Blueprint Reading (Basic/Advanced)
CNC
Construction
 ArcView
 Construction Estimating - Timberline
 Construction Safety
 Contract Administration with Primavera Expedition
 Geographic Information Systems
 Global Positioning Systems
 Project Management with Primavera Project Planner
 Project Management with Primavera SureTrak
Design of Experiments
Design for Manufacture
FMEA
Fluid Power I & II Fundamentals
Gaging
GD&T
Hazardous Materials Mgmt.
Joining & Mounting Wire Tech.
Lead Person Development
Technical Supervisory Development
Manufacturing Statistics
Mastercam
Shop Math
Math for Industry
Metallurgical Basics
Operator Training
Program Logic Controller/Sensors
Project Management
Safety Training
Statistical Process Control
 Basic/Masters/Short Run
Strategic Planning
Taguchi
Time & Motion Studies in Mfg.
Tolerance Control Study Charts
Unigraphics
English as a Second Language
Welding Quality Improvement
Soldering
Basic Electricity

Computer

Access, Level 1, Level 2, Level 3
Application Development
Excel Worksheets
Excel Charting & Organizing Data
Excel Advanced
Microsoft Project
Outlook Intro or Adv.
Intro to the PC using Windows
PowerPoint Intro or Adv.
Word, Level 1, Level 2, Level 3

Soft Skills

Breakthrough or Creative Thinking
Business Writing
Change Process Management
Conflict Resolution
Customer Service
Communication Skills
Effective Meetings
Effective Presentation Skills
Effective Work Teams
Facilitation/Communications
Financial Accounting
Flowcharting
High Performance Work Teams
Interpersonal Effectiveness
Leadership
The Learning Organization
Management Development
Myers-Briggs Type Indicator
The New Workplace
Performance Appraisals
Personnel Law for Managers
Problem Solving
Root Cause Analysis
Sales Training
Sexual Harassment
Speed Reading
Supervisory Development
Team Building
Time Management
Train the Trainer
Total Quality Management

Proposer or Company Name _____

Response requirements –

All responses MUST include the following –

- Documented professional experience and qualifications
- Copies of any pertinent certifications, degrees, etc.
- Current resume for all persons to be considered under this RFP
- List of clients for whom you have performed these services
- Copy of above topics page indicating the topics for which the proposer wishes to be considered. Indicate by checking, circling, or highlighting the individual topics and include company or individual name.
- General qualifications and experience as they relate to the following -
 1. A demonstrated compliance with State of Connecticut contracting statutes and regulations. If a proposer has no experience in the State of Connecticut, they shall provide the same information from experience in other states.
 2. History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
 3. History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

IV. INSTRUCTIONS TO PROPOSERS

- A. Proposals must be addressed and delivered to the Purchasing Department, Marcus White Annex room 006, Central Connecticut State University, 1615 Stanley Street, New Britain, CT 06050, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

Name of Proposer:
Title of Proposal: Training and Consulting Services for Technical,
Soft Skills and Computer Related Topics
RFP Number: S067082
Proposal Due Date: 3:00 P.M. May 24, 2007

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and two (2) copies.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Awards shall be made to the responsible proposers who are determined to be the most advantageous to the University.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to reject any or all proposals or any part

thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.

- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)
- J. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
- K. CCSU reserves the right to correct inaccurate awards resulting from its clerical errors.
- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
- M. Questions regarding the RFP or the bid process may be directed to Thomas Brodeur, C.P.M., Director of Purchasing, at (860) 832-2531.

V. BID EVALUATION CRITERIA

Evaluation - Selection of qualified trainers and consultants will be made by committee and will be based on responses to the above requirements including but not limited to: completeness of response, certifications, prior experience, quotes on cost, and references. CCSU reserves the right to contract with as many respondents as is felt needed to fulfill current and future client needs.

To help gauge how the selection will be made, please refer to this weight system:

• Professional Experience and Qualifications	35%
• Agreement to Fee Structure	30%
• Certifications, Degrees, etc	25%
• Qualifications and Experience (State of CT Contracting and Ethics)	10%
TOTAL	100%

Special Note –

NOTE: This is an “Open Enrollment” award. CCSU reserves the right to add trainers and/or consultants to contracts under this RFP if (1) an unmet need is identified, and (2) the added trainers and consultants can meet the requirements of this RFP.

VI. PROPOSAL CERTIFICATION

In compliance with Request for Proposal S067082, Technical, Soft Skills and Computer Training and Consultation Services, and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish the specified services in accordance with the fee structure provided below.

NOTE: ITBD's primary function is to assist small businesses gain the knowledge and training they need to be competitive. As such, in order to keep these services accessible to ITBD's client base, CCSU has set these fees as the maximum range allowed under any forthcoming contract.

Check the box (or boxes) next to the service(s) for which you wish to be considered.

Training at a fee between \$40.00 and \$75.00 per hour, depending on the topic, negotiated prior to agreement to deliver specific training

Consultation at a fee between \$50.00 and \$75.00 per hour, depending on the topic, negotiated prior to agreement to deliver specific consulting services

(firm)

(phone no.)

(address)

(fax no.)

(address)

(federal I. D. no. or SSN)

(signature)

(date)

(title)

VII. CHECK LIST FOR PROSOSAL

Signed Proposal Certification (Section VI)

Proposal, including

List of Training Topics Qualified to Provide

Certifications, Degrees

Resumes

Documentation of Professional Experience and Qualifications

Client List of Services Provided

Documentation of State of CT Contracting and Ethics qualifications

CHRO Paperwork

CHRO - CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock or assets belong to a person or persons: "(1) who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans...(2) Hispanic Americans...(3) persons who have origins in the Iberian Peninsula...(4) Women...(5) Asian Pacific Americans and Pacific Islanders...(6) American Indians..." An individual with a disability is also a minority business enterprise as provided by Section 32-9e of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of section 46a-68j-21(11) of the Connecticut Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

*INSTRUCTION: Bidder must sign acknowledgment below, and return acknowledgment to Awarding Agency along with bid proposal.

=====

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidder's" form.

_____ signature

_____ date

On behalf of:

PROJECT NO. _____

EEO-1 Form

SECTION D - EMPLOYMENT DATA Employment at this establishment. Report all permanent, temporary or part-time employees including apprentices and trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and columns. Blank spaces will be considered zeros.

	NUMBER OF EMPLOYEES										
	MALE						FEMALE				
	Overall totals (B thru K)	White not of Hispanic Origins	Black not of Hispanic Origins	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White not of Hispanic Origins	Black not of Hispanic Origins	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
Job Categories	A	B	C	D	E	F	G	H	I	J	K
Officials and managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
Total											

Address of office the above statistics reflect:

Prepared by _____

CONTRACT COMPLIANCE QUESTIONNAIRE

YOU MUST FILL OUT AND RETURN THIS QUESTIONNAIRE AND RELATED NOTIFICATION TO BIDDERS AND EEO-1 FORMS BEFORE YOUR BID WILL BE CONSIDERED. FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION OF BID.

The awarding agency will consider answers to the questions when reviewing bidder's qualification under the contract compliance requirements:

- a) Have you successfully implemented an Affirmative Action Plan?
_____ Yes _____ No

- b) If the answer to (a) is no, do you intend to develop an Affirmative Action Plan?
_____ Yes (Time Frame _____) _____ No

- c) Have you successfully developed an apprenticeship program complying with the Commission on Human Rights and Opportunities Regulations of Connecticut State Agencies sections 46a-68-1 to 17, inclusive? (See sections 46a-68-1 to 17 here - <http://www.state.ct.us/chro/metapages/regulations/CCRegs3.htm>)
_____ Yes _____ No

- d) If yes, please list type of program. If no, do you intend to develop a program?
Type of program _____
_____ Yes, we intend to develop a program.
_____ No, we do not intend to develop a program.

- e) Please submit EEO-1 data (separate form) indicating the racial and sexual composition of your work force. If out of state contractor, please indicate your labor market area and the percentages of women and minority members employed in similar professions:
_____ % women in market area _____ % minorities in market area

- f) Are subcontractors being used to complete contract specifications? If yes please attach list.

- g) Do you plan to set aside a portion of this contract for legitimate minority business enterprises?
_____ Yes _____ No

Signature _____ Date _____

On behalf of _____

Connecticut State University System



**Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University
System Office**

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

The following words, when used herein, shall have the following meanings:

1. "Contract" shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.
2. "CSU" shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office, collectively and individually, as the context requires.
3. "Person" shall mean an individual, partnership, corporation or other business entity, as the context requires.
4. "Proposal" shall mean a response to a request for proposal, request for bid, or request for quotation.
5. "Proposer" shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.
6. "RFP" shall mean a request or invitation for proposal, bid, or quotation, as applicable.

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.
4. All responses to the RFP shall be and remain the sole property of CSU.
5. Each proposer shall bear all costs associated with proposer's response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.
6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.

9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
12. 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. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety

Not applicable to this RFQ.

III. CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.

3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance
Not applicable to this RFQ.

C. Bonds
Not applicable to this RFQ.

D. Delivery

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.

6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

E. Inspection and Tests

1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

F. Advertising

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.