REQUEST FOR PROPOSAL NO. 2017-24

Training and Consulting Services for one or more of the following categories:

(a) Technical, Soft Skills, Computer Related Topics,
(b) ISO 9001, 14001, 13485, TS 16949, AS 9100, and/or
(c) Lean Enterprise, Six Sigma, and Kaizen Events

for CCSU’s Institute of Technology & Business Development (ITBD)

Section 1. Administrative Overview

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified vendors to furnish various Training and Consulting Services for CCSU’s Institute of Technology & Business Development (ITBD).

Special Note: This RFP is intended to allow CCSU to contract for one or more of the above categories of services. Responses may be directed to one, two or all three of the categories.

1.2 AUTHORITY

This RFP is issued under the provisions of the Connecticut General Statutes 4a-52a and 10a-151b.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Contractors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Contractors with a general description of the University, the tasks to be performed, delineates University and Contractor’s responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Contractor's proposal.

Section 4, Evaluation Criteria -- Describes how proposals will be evaluated by CCSU.

Appendix I References Form
Appendix II Instruction to Proposers
Appendix III Proposal Certification
Appendix IV Required Forms (Bidder Contract Compliance Monitoring Report, nondiscrimination certification, OPM Ethics forms, SEEC form 11)
Appendix V RFP Response Check List
Appendix VI Standard CSU Bid Terms and Conditions
1.4 SUBMISSION OF QUESTIONS

Proposers shall submit all questions in writing to Thomas Brodeur, Purchasing Manager, via email to brodeur@ccsu.edu. No verbal questions will be entertained. The deadline for submission of questions is 4:30 p.m., E.S.T., on March 16, 2017. Any questions and their answers shall be published as an addendum. See section 1.0 for additional information on Addenda.

Under no circumstances may any proposer or its representative contact any employee or representative of the University regarding the RFP or proposals, other than as provided in this section or Section 1.1 prior to the execution of the Contract. Strict adherence to this important procedural safeguard is required.

Any violation of this condition may result in proposer being considered non-compliant and ineligible for award.

1.5a SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus one complete copy of their proposal electronically on CD or USB flash drive. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on March 27, 2017, 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. Proposals shall be mailed or delivered to:

Thomas J. Brodeur, C.P.M.
Purchasing Department,
Marcus White Annex room 006
Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050-4010

Any proposal received after this date and time shall be rejected.

The outside cover of the package containing the proposal shall be marked:

RFP 2017-24 Training and Consulting Services for ITBD, submitted by (Name of Contractor)

1.5b OPEN ENROLLMENT

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. Any company or individual that submits proposals under the open enrollment (after the proposal due date stated above) shall abide by the same terms and conditions as are stated elsewhere in this RFP and provide the same information requested.

1.6 RFP TERMS AND CONDITIONS

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated Contract will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Contracts. The failure of any respondent to receive and/or examine the RFP, including all exhibits and attachments, document, form, addenda, or to acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed Contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into any subsequent Contract.

1.7 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the
work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

A Proposer’s proposal may be disqualified for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision affording the Contractor the right to accept or reject award.
- The Contractor is on the State of Connecticut Department of Labor Debarment List (current issue) at any time up to the execution of the Contract.
- The Contractor is currently in default or has been in default of any prior State of Connecticut Contract.
- The Contractor materially misrepresents information in their proposal.

1.8 ADDENDA TO THIS RFP

CCSU may issue one or more addenda related to this RFP. Such addenda shall be posted at http://das.ct.gov/cr1.aspx?page=12 and at http://www.ccsu.edu/purchasing/currentBids.html. It shall be the responsibility of prospective proposers and other interested parties to familiarize themselves with the web sites and visit them regularly during the RFP process for updated information or addenda related to this RFP.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized respondent representative and returned with the proposal on or before the proposal opening date and time.

No information communicated verbally shall be effective unless confirmed by Addenda from the Purchasing Department of the University.

1.9 RIGHTS RESERVED

CCSU reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of CCSU will be served. Should CCSU determine that only one Proposer is fully qualified, or that one Proposer is more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Proposer.

1.10 FORMATION OF CONTRACT

CCSU reserves the right to enter into negotiations with the selected Proposer in an effort to reach a mutually satisfactory Contract that will be executed by both parties and will be based on this RFP, the RFP proposal submitted by the selected Proposer and the subsequent negotiation.

The University reserves the right to award a Contract based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

The Contract, when duly executed, shall represent the entire agreement between the parties.

1.11 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

Proposals may be available for public inspection after the Contract is signed by all parties. Information marked as “confidential” in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.
The University treats each Proposal as confidential until after the Contract is executed. At that time they become subject to disclosure under the Freedom of Information Act (FOIA). If a respondent wishes to supply any information, which it believes is exempt from disclosure under the FOIA the respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

1.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

1.13 TERM OF CONTRACT

The contract(s) will begin on or about July 1, 2017 through June 30, 2020.

With mutual consent of the awarded contractor or contractors, CCSU reserves the right to extend all or portions of this RFP for two (2) additional one-year periods or parts thereof.

1.14 FEE STRUCTURE

All fees and costs quoted herein shall remain firm for the entire contract term.

1.15 CONTRACT EXCLUSIVITY

The University reserves the right to issue purchase orders or service agreements for technical training or consulting services to other service providers at its discretion and in the best interest of the University.

1.16 RFP TERMS AND CONDITIONS

All proposals submitted under this RFP shall remain in effect for a period of ninety (90) days following the closing date to allow time for evaluation, approval and award.

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated Residence Housing Management software Agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the resulting agreement.

1.17 ADVERTISING

In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by an authorized representative of CCSU on a case by case basis, that it shall have no right to use, and shall not use, the name of Central Connecticut State University, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency’s services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

1.18 INDEMNIFICATION

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with
the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or Contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor parties. The State shall give the Contractor reasonable notice of any such claims.

(d) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.

e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract and at a minimum those prescribed in Section 2.4 of the Draft Boiler Plate Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the College/University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.

(f) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

(g) Liens: The successful Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the Contractor.

(h) Actions of Contractor: The actions of the successful Contractor with third parties are not binding upon the University. The Contractor is not a division of the University, partner or joint venture of/with the University.

1.19 APPLICABLE LAW

The terms and provisions of this RFP, and any ensuing Contract shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The awarded Contractor shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

1.20 CONTRACT TERMINATION FOR CAUSE

Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.

1.21 CONTRACT TERMINATION FOR CONVENIENCE

This Agreement may be terminated by the University without cause or penalty at any time upon sixty (60) days written notice, sent to the Contractor by registered or certified mail. The resultant Contract shall remain in full force and effect.
for the entire term of the Contract period unless cancelled by the University, by providing the Contractor at least sixty
(60) calendar day’s written notice of such intention. If the University elects to terminate the Contract pursuant to this
provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt
requested. Termination shall be effective as of the close of business on the date specified in the notice.

1.22 CAMPAIGN CONTRIBUTION RESTRICTIONS

For purposes of the Campaign Contribution Restrictions, a “State Contract” is defined to mean:
An agreement or Contract with the state or any state agency or any quasi-public agency, let through a procurement
process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or
Contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii)
the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or
repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing
arrangement, or (vi) a grant, loan or loan guarantee. “State Contract” does not include any agreement or Contract with
the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an
individual for other than commercial purposes or any agreement or Contract between the state or any state agency and
the United States Department of the Navy or the United States Department of Defense.

For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act
10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or
contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly
acknowledges receipt of the State Election Enforcement Commission’s notice advising state contractors of
state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the
Notice, referenced herein.

1.23 EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated
June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill,
promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of
Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are
incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be
subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of
cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22,
2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If
Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a
part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Institution or DAS shall
provide a copy of these orders to the Contractor.
Section 2. Scope of Work

2.1 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/Six Sigma. 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.

2.2 OBJECTIVES
As a response to customer demand, it is the intent of this RFP to select several qualified trainers and consultants to provide various training and consulting services on an “as needed” basis.

The three general categories for which ITBD intends to provide training and consulting services are -
(a) Technical, Soft Skills, Computer Related Topics
(b) ISO 9001, 14001, 13485, TS 16949, AS 9100
(c) Lean Enterprise, Six Sigma, Kaizen Events

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 may be required on a case-by-case basis at no charge.
2.3 SCOPE OF WORK

(a) Technical, Soft Skills, Computer Related Topics

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.**

<table>
<thead>
<tr>
<th>Technical</th>
<th>Soft Skills</th>
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<tbody>
<tr>
<td>AutoCAD 12, 3D</td>
<td>Business Writing</td>
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<tr>
<td>Solidworks</td>
<td>Change Process Management</td>
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<td>Vision Systems</td>
<td>Conflict Resolution</td>
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<td>Technical Writing</td>
<td>Customer Service</td>
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<td>Robotics</td>
<td>Communication Skills</td>
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<td>Blueprint Reading</td>
<td>Dealing with Difficult People</td>
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<tr>
<td>Design of Experiments</td>
<td>Effective Meetings</td>
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<tr>
<td>Design for Manufacture</td>
<td>Effective Presentation Skills</td>
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<td>FMEA</td>
<td>Effective Work Teams</td>
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<tr>
<td>Fluid Power I &amp; II Fundamentals</td>
<td>Facilitation/Communications</td>
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<tr>
<td>Gaging and Inspection</td>
<td>Financial Accounting</td>
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<tr>
<td>Geometric Dimensioning &amp;</td>
<td>Flowcharting</td>
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<tr>
<td>Tolerancing (GD&amp;T)</td>
<td>High Performance Work Teams</td>
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<tr>
<td>Manufacturing Statistics</td>
<td>Interpersonal Effectiveness</td>
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<tr>
<td>Shop Math</td>
<td>21st Century Leadership</td>
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<tr>
<td>Program Logic Controller/Sensors</td>
<td>Management Development</td>
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<tr>
<td>Safety Training</td>
<td>Myers-Briggs Type Indicator</td>
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<td>Statistical Process Control</td>
<td>Performance Appraisals</td>
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<td>Unigraphics</td>
<td>Problem Solving</td>
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<td>Basic Electricity</td>
<td>Root Cause Analysis</td>
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<td>Project Management</td>
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<td><strong>Computer</strong></td>
<td>Sales Training</td>
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<td>Access</td>
<td>Sexual Harassment</td>
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<td>Excel</td>
<td>Strategic Planning</td>
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<td>Microsoft Project</td>
<td>Supervisory Development</td>
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<td>Outlook</td>
<td>Team Building</td>
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<td>Intro to the PC using Windows</td>
<td>Time Management</td>
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<td>PowerPoint</td>
<td>Train the Trainer</td>
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<tr>
<td>Word</td>
<td>Total Quality Management</td>
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</table>
2.3 **SCOPE OF WORK**

(b) **ISO 9001, 14001, 13485, TS 16949, AS 9100**

Consultants must have a proven track record in successful ISO 9001, 14001, 13485, TS16949, and AS9100 registrations for small and medium sized manufacturers. Consultants must be able to document a minimum of 5 registrations in two or more of the listed quality management standards.

Trainers must have documented experience in providing training in:
- Internal Auditor
- ISO 9001, 14001, 13485, TS16949, AS9100

All respondents must be able to demonstrate professional qualifications such as:
- ASQ Certified Quality Engineer
- ASQ Certified Quality Auditor
- RAB Quality Management System Assessor

2.3 **SCOPE OF WORK**

(c) **Lean Enterprise, Six Sigma, and Kaizen Events**

Trainers/Consultants must have experience in classroom style training in the following topics:
- Lean Overview
- Standard Work/Cellular Design
- 5S
- Kanban
- Value Stream Mapping
- Visual Management
- Set-Up Reduction
- Mistake Proofing
- Lean Enterprise Tools
- Six Sigma Green Belt/Black Belt

In addition, respondents wishing to conduct Kaizen Events must agree to the following:

Attend initial sales meeting with client representatives, including a walkthrough of the facility, at no charge.

Kaizen Events could take place on the shop floor and in the office and would include:
- Spending time on the shop floor
- Moving equipment
- Assisting in timing out operations while demonstrating value stream mapping
- Tally before and after metrics
- Provide assessments
- Prepare a final presentation
- Conduct a review and follow-up

Six Sigma Green Belt or Black Belt Certification is desired, but not a must.
Section 3. Proposal Requirements

3.1 RESPONSE REQUIREMENTS

Companies or individuals may submit responses to one, two or all three of the categories listed above. If a company or individual responds to more than one category, the responses MAY be in the same sealed envelope, but each response must be presented individually and clearly separated (for instance by staples or paper clips). Note that the required State forms (appendix IV) need only be included once.

Failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

The following information is to be provided in the Bidder’s response.

- Documented professional experience and qualifications
- Copies of any pertinent certifications, degrees, etc.
- Current resume for all persons to be considered under this RFP
- Letters of recommendation from two or more past or current clients
- References (Appendix I)
- For responses to the Technical, Soft Skills, and Computer Related Topics category, a copy of the topics page (page 7) 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.
- Completed Proposal Certification (Appendix III)
- Fee Structure (Appendix IIIa, IIIb and/or IIIc)
Section 4. Bid Evaluation Criteria

**Evaluation** – The awards made as a result of this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University. Award will be based on a points-earned matrix derived from a technical and financial evaluation.

Awards shall be made to the most responsive bidders offering the best value as determined by the University. All bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. Proposals will be evaluated as to the vendor’s response to the following criteria:

**Criteria**

- Professional Experience and Qualifications, including resumes
- Certifications, Degrees, etc
- Agreement to Fee Structure

**Supplemental Information:** As part of the review process, the University may request the bidder to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

**Presentations:** The University reserves the right to request formal presentations from all or a “short list” of the respondents. If requested, presentations shall include a brief overview of your written proposal, a more in-depth discussion and demonstration of the solution being offered, and questions and answers. It is anticipated that each presentation will not exceed two (2) hours and may, depending on the number of companies invited, be limited to 90 minutes.

**Review of References:** Each proposer is required to provide a list of references as requested above with which it is currently or has recently provided similar services. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

**Contractor Representatives:** Proposer must identify the people it anticipates representing the Contractor in developing and implementing the Agreement. The University may conduct interviews with identified representatives as a part of its evaluation process.

**Proposal Qualification Data:** If necessary to evaluate proposer qualification, proponent may be requested to furnish information on the following items:

- Personnel resources.
- Executives and key person resumes.
- Ability to meet delivery and support schedules.
- Ability to meet specifications and quality requirements.

**Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.
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Appendix I. REFERENCES

Proposals should include five institutions where your organization has provided training and consulting services similar to those being proposed for CCSU/ITBD. Please include name, title, telephone number and e-mail address of a contact person at each institution. References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.

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<th>References:</th>
<th>Institution</th>
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Appendix II. INSTRUCTIONS TO PROPOSERS

A. Proposals must be addressed and delivered to the Purchasing Department, Central Connecticut State University, Marcus White Annex room 006, 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: Various Training and Consulting Services  
RFP Number: 2017-24  
Proposal Due Date: 3:00 P.M., March 27, 2017

No telephone, telegraphic or facsimile proposals will be considered.

B. Proposals should include one (1) original (signed in ink) and one complete copy electronically on CD or USB flash drive.

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. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.

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 clerical errors in the RFP or vendor proposal.

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. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Thomas J. Brodeur, C.P.M.
Director of Purchasing
Marcus White Annex room 006
New Britain CT 06050
Phone: (860) 832-2531
Fax: (860) 832-2523
Email: brodeur@ccsu.edu
Appendix III. PROPOSAL CERTIFICATION

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

Request for Proposal number 2017-24, Various Training and Consulting Services

I certify that:

• this proposal is a legal and binding offer and I have the authority to bind the proposer indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the proposer’s proposal. I understand that by submitting this proposal, the proposer indicated below agrees to provide the services described in the proposal.

• the contents of the proposal are true and accurate and that the proposer has not made any knowingly false statements in the proposal.

• the proposal has been developed independently, without consultation or communication with any employee or consultant of CCSU who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other proposer or parties for the purpose of restricting competition.

• this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

______________________________                   __________________
(firm)                                  (phone no.)
______________________________                __________________
(address)                               (email)
______________________________                  __________________
(address)                               (federal I. D. no. or SSN)
______________________________                      __________________
(signature)                          (date)
______________________________                      __________________
(print name)                          (title)

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcements Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment [SEE Form 11]

________ /_______
Initial     Date
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DO NOT RETURN
WITH PROPOSAL
Appendix IIIa. PROPOSAL CERTIFICATION

Request for Proposal number 2017-24
For Technical, Soft Skills, Computer, Insurance, Healthcare Related Topics

In compliance with Request for Proposal 2017-24 for Various Training and Consultation Services, and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish the specified Technical, Soft Skills, Computer related training/consulting services in accordance with the fee structure provided below.

NOTE: ITBD’s primary function is to assist businesses to 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 $30.00 and $100.00 per hour, depending on the topic, negotiated prior to agreement to deliver specific training

[ ] Consultation at a fee between $50.00 and $100.00 per hour, depending on the topic, negotiated prior to agreement to deliver specific consulting services

______________________________
(name of person or firm)

______________________________
(signature)
Appendix IIIb. PROPOSAL CERTIFICATION

Request for Proposal number 2017-24
For ISO 9001, 14001, 13485, TS16949, AS9100

In compliance with Request for Proposal 2017-24 for Various Training and Consultation Services, and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish the specified ISO 9001, 14001, 13485, TS16949, AS9100 services in accordance with the fee structure provided below.

NOTE: ITBD’s primary function is to assist businesses to 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.

[ ] ISO/AS/TS Training at a fee between $75.00 and $100.00 per hour, negotiated prior to agreement to deliver specific training

[ ] ISO/AS/TS Consultation at a fee between $75.00 and $150.00 per hour, negotiated prior to agreement to deliver specific consulting

______________________________
(name of person or firm)

______________________________
(signature)
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HAS BEEN LEFT BLANK
INTENTIONALLY
DO NOT RETURN
WITH PROPOSAL
Appendix IIIc. PROPOSAL CERTIFICATION

Request for Proposal number 2017-24
For Lean Enterprise, Six Sigma, and Kaizen Events

In compliance with Request for Proposal 2017-24 for Various Training and Consultation Services, and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish the specified Lean Enterprise, Six Sigma, and Kaizen Events services in accordance with the fee structure provided below.

NOTE: ITBD’s primary function is to assist businesses to 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.

[ ] Lean Enterprise and Six Sigma Training at a fee between $100.00 and $150.00 per hour, negotiated prior to agreement to deliver specific training

[ ] Conduct Kaizen Events and Consulting at a fee between $100.00 and $150.00 per hour, negotiated prior to agreement to deliver specific events

________________________________________
(name of person or firm)

________________________________________
(signature)
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 awarding 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 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract 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 Administrative 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 employment statistics contained in the “Employment Information Form”, 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.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) sided BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
2) Description of Job Categories (as used in Part IV Bidder Employment Information)  

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers, and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegal, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic, and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

**White (not of Hispanic Origin)**- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**Black (not of Hispanic Origin)**- All persons having origins in any of the Black racial groups of Africa.

**Hispanic**- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

**Asian or Pacific Islander**- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

**American Indian or Alaskan Native**- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
## PART I - Bidder Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Or</td>
</tr>
<tr>
<td></td>
<td>Social Security Number ____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Major Business Activity</th>
<th>Bidder Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>(brief description)</td>
<td>(response optional/definitions on page 1)</td>
</tr>
</tbody>
</table>

- Bidder is a small contractor. Yes__ No__
- Bidder is a minority business enterprise Yes__ No__
  (If yes, check ownership category)
  - Black___
  - Hispanic___
  - Asian American___
  - American Indian/Alaskan Native___
  - Iberian Peninsula___
  - Individual(s) with a Physical Disability___
  - Female___

- Bidder is certified as above by State of CT Yes__ No__

**PART II - Bidder Nondiscrimination Policies and Procedures**

<table>
<thead>
<tr>
<th>Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?</th>
<th>Yes__ No__</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>5. Do you notify the Ct. State Employment Service of all employment openings with your company?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>6. Does your company have a collective bargaining agreement with workers?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>9. Does your company have a mandatory retirement age for all employees?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors?</td>
<td>Yes__ No__  NA__</td>
</tr>
<tr>
<td>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor?</td>
<td>Yes__ No__  NA__</td>
</tr>
<tr>
<td>12. Does your company have a written affirmative action Plan?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>If no, please explain.</td>
<td></td>
</tr>
<tr>
<td>13. Is there a person in your company who is responsible for equal employment opportunity?</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>If yes, give name and phone number.</td>
<td></td>
</tr>
</tbody>
</table>

**Part III - Bidder Subcontracting Practices**

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__
1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

**PLEASE COMPLETE REVERSE SIDE**
## PART IV - Bidder Employment Information

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
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<tr>
<td>Management</td>
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<tr>
<td>Business &amp; Financial Ops</td>
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<tr>
<td>Marketing &amp; Sales</td>
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<tr>
<td>Legal Occupations</td>
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<tr>
<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
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<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
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<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<tr>
<td>Production Occupations</td>
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<tr>
<td>TOTALS ABOVE</td>
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<tr>
<td>Total One Year Ago</td>
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</table>

**FORMAL ON THE JOBSITEES** (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

### Apprentices

### Trainees

* NOTE: Job categories can be changed or added to (ex. Sales can be added or replace a category not used in your company)

## PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
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<tr>
<td>Private Employment Agencies</td>
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<tr>
<td>Schools and Colleges</td>
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<tr>
<td>Newspaper Advertisement</td>
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<tr>
<td>Walk Ins</td>
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<tr>
<td>Present Employees</td>
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<tr>
<td>Labor Organizations</td>
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<tr>
<td>Minority/Community Organizations</td>
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<td></td>
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<tr>
<td>Others (please identify)</td>
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<td></td>
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</tbody>
</table>

2. Check (X) any of the below listed requirements that you use as a hiring qualification

(X) Work Experience

(X) Ability to Speak or Write English

(X) Written Tests

(X) High School Diploma

(X) College Degree

(X) Union Membership

(X) Personal Recommendation

(X) Height or Weight

(X) Car Ownership

(X) Arrest Record

(X) Wage Garnishments

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

<table>
<thead>
<tr>
<th>(Signature)</th>
<th>(Title)</th>
<th>(Date Signed)</th>
<th>(Telephone)</th>
</tr>
</thead>
</table>

28
STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Affidavit
By Entity
For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:
For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:
I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am __________________________ of __________________________, an entity duly formed and existing under the laws of __________________________. Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of __________________________ and that __________________________

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this ______ day of ______, ______ 20_____.

Commissioner of the Superior Court/Notary Public

Commission Expiration Date
STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy’s Executive Order 49

INSTRUCTIONS:
Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:

☐ Initial Certification
☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:
As used in this certification, the following terms have the meaning set forth below:

1) “Contract” means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, “Execution Date” means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, “Execution Date” means the date this certification is signed by the Contractor;
3) “Contractor” means the person, firm or corporation named as the contractor below;
4) “Applicable Public Official or State Employee” means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) “Gift” has the same meaning given that term in C.G.S. § 4-250(1);
6) “Principals or Key Personnel” means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.
CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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Lawful Campaign Contributions to Candidates for the General Assembly:

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<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

___________________________________________
Commissioner of the Superior Court (or Notary Public)
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [ Number of Affidavits Sworn and Subscribed On This Day: _____ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

<table>
<thead>
<tr>
<th>Consultant’s Name and Title</th>
<th>Name of Firm (if applicable)</th>
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<th>Start Date</th>
<th>End Date</th>
<th>Cost</th>
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Description of Services Provided: ___________________________________________________________

____________________________________________________________________________________

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date

Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _______ day of ____________, 20____.

Commissioner of the Superior Court or Notary Public

My Commission Expires
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties - Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties - Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”
“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or in a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantial responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.
Appendix V. RFP RESPONSE CHECK LIST

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW. PARTIAL ANSWERS AND/OR MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

[ ] Signed Proposal Certification (Appendix III)

[ ] Pricing (Appendix IIIa, IIIb and /or IIIc)

[ ] Form of Proposal (Documented professional experience and qualifications, copies of pertinent certifications and degrees, current resume(s), letters of recommendation)

[ ] For responses to the Technical, Soft Skills, Computer Related Topics category, a copy of the topics page (page 8) indicating the topics for which the proposer wishes to be considered.

[ ] References, including past or current contracts with the State of Connecticut or its agencies

[ ] CHRO Paperwork (Appendix IV) including OPM Ethics Forms 1 and 5 and Nondiscrimination Certification
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 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 form: Bidder Contract Compliance Monitoring Report. 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
Not applicable to this RFP.

D. Bonding Requirements / Guaranty
Not applicable to this RFP.

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, 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 uncopyrighted 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, 17, 16 and 7C.

For the purpose of this Section the word “Parties” is substituted for and has the same meaning and effect as if it read “Contractor and University” and references to “contractor” shall mean the “Contractor.”

7.1 This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

7.2 This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The Parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

7.3 This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that

(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.

(e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

7.4 This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(a) The State Contracting Standards Board (“Board”) may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

(1) A violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or

(2) Wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the
Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

8. The contractor agrees that the sole and official 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 official 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 RFP

C. Bonds

Not applicable to this RFP

D. Payments

1. 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.

2. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

Central Connecticut State University is an equal opportunity employer. The University will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials found to be in violation of any state or federal antidiscrimination law.