

WESTERN CONNECTICUT STATE UNIVERSITY

**ADDENDUM NO. 1  
TO  
One Outdoor Air Handling Unit  
BID NO. 2011-ERB-0126**

**DATE: May 4, 2011**

The following addendum will expand, amend, revise and clarify the specifications bearing the above title, dated April 29, 2011 and will become a part of them – not replace them. All information in the original contract documents still apply unless specifically omitted or revised by the addendum.

This addendum will consist of the following, which will be added to and become part of the contract documents:

**Item No. 1: Is issued to clarify warranty information:**

**The Manufacturer warranty shall be 18 months from time the equipment is installed. Installation is anticipated for 1-2 weeks after receipt of air handler unit.**

**END OF ADDENDUM**

**Note:** Please note receipt of all addenda on your bid form.



REQUEST  
FOR  
PROPOSAL

This is NOT  
an order to ship.

Please quote on the commodities or services listed below.  
All prices must be FOB Destination.  
You must show unit price, amount and total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. WCSU reserves the right to reject in whole or part any or all bids submitted.

VENDOR NAME , ADDRESS and EMAIL ADDRESS:

BID NUMBER:

2011-ERB-0126

BID DUE DATE:

May 13, 2011 at  
2:30 PM

RETURN TO:

Western Connecticut State University  
Purchasing Department  
181 White Street  
Danbury, CT 06810

DATE ISSUED:

April 29 , 2011

SIGNED (for agency)

E.R. Boriss

PREPARED BY:

E.R Boriss  
Associate Director – Administrative  
Services  
Phone: (203) 837-8758  
Fax: (203) 837-8659

PURCHASING  
AUTHORITY:

Public Acts 91-256/92-154  
CGS 10a-151b

Item	Description	Unit	Quantity	Price	
1	<p>Western Connecticut State University is accepting bid proposals for the supply and delivery of one (1) Outdoor Air Handling McQuay unit model RDS708B specifications as per attached section 15852, basis of design : McQuay International or approved equals: Temptrol, Trane or York.</p> <p><b>THIS BID IS FOR SUPPLY AND DELIVERY ONLY.THERE IS NO INSTALLATION COMPONANT TO THIS BID.</b></p> <p><b>The unit must be delivered to the University ready to run by July 15, 2011</b> All submittals per section 1.02 of 15852 must be submitted with the bid package.</p> <p>Technical questions should be submitted in writing to E. Boriss and faxed to 203-837-8659 by Thursday May 6<sup>th</sup> 2011.</p> <p>Note that Western Connecticut State University reserves the right to reject any and all solicitations and to order or to not order any and all goods or services in this solicitation.</p>				

TO BE COMPLETED BY BIDDER	Vendor Authorized Signature _____ Date _____ Printed Name _____ Phone _____ Extension _____ EMAIL: _____ Cash discount Payment Terms _____ % _____ days, net 30 days Company FEIN _____
---------------------------	--

 <b>WESTERN CONNECTICUT STATE UNIVERSITY</b>	REQUEST FOR PROPOSAL	Please quote on the commodities or services listed below. All prices must be FOB Destination.  You must show unit price, amount and total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. WCSU reserves the right to reject in whole or part any or all bids submitted.
	This is NOT an order to ship.	

VENDOR NAME:	BID NUMBER:  2011-ERB-0126
--------------	----------------------------------

Return to: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810	PAGE 2
--	--------

Item	Description	Unit	Quantity	Unit Price	Extension
1	One new outdoor air handling unit per specifications listed in section 15852.  Indicate Proposed Manufacturer <input type="checkbox"/> McQuay International model RDS708B <input type="checkbox"/> Temptrol <input type="checkbox"/> Trane <input type="checkbox"/> York	Ea	1	\$ _____	\$ _____
2	<b>Delivery</b> <b>The unit must be delivered to the University ready to run by July 15, 2011</b>  <b>THIS BID IS FOR SUPPLY AND DELIVERY ONLY.THERE IS NO INSTALLATION COMPONANT.</b>	lot	1	\$ _____	\$ _____
	Delivery Information _____ ARO		<b>TOTAL</b>	\$ _____	\$ _____

Bid Parameters

Compliance with the attached terms and conditions is mandatory. The forms

“Commission on Human Rights and Opportunities - Contract Compliance Regulations – Notifications to Bidders”

“Nondiscrimination certification form “ must be completed and submitted with the proposal.

**Proposers shall submit a clearly marked original plus one (1) copy of the proposal.**

Note that this is a sealed bid. Late bids, e-mailed bids, faxed bids, or unsealed bids will not be accepted. Please note the sealed bid number 2011-ERB-0126 on the exterior of the sealed envelope so that proper identification of the proposal can be made. Bids are to be addressed to ER Boriss, purchasing department.

**Sealed bid opening is May 13, 2011 at 2:30PM** in the Purchasing Office of Western Connecticut State University, located on the lower level of University Hall, 181 White St., Danbury, CT. 06810.

Western Connecticut State University to render final acceptance or rejection on any proposal.

BID must state that prices are effective for 90 days after the bid opening date.

Note that Western Connecticut State University reserves the right to reject any and all solicitations and to order or to not order any and all goods or services in this solicitation.

To be completed by bidder

Vendor Authorized Signature \_\_\_\_\_  
Date \_\_\_\_\_

SECTION 15852 –OUTDOOR AIR HANDLING UNIT

PART 1: GENERAL

1.01 SECTION INCLUDES

- A. Semi-custom packaged rooftop air handling unit.

1.02 SUBMITTALS

- A. Shop Drawings: Indicate assembly, unit dimensions, weight, required clearances, construction details and field connections details.
- B. Product data
  - 1. Provide literature that indicates capacities, ratings, fan performance, gauges, and finishes of materials, and electrical characteristics and connection requirements.
  - 2. Provide data on filter media, filter performance, filter assembly, and filter frames.
  - 3. Provide computer generated fan curves with specified operating point clearly plotted.

1.03 OPERATION

- A. Maintenance data. Include instructions for installation, maintenance, and service.

1.04 QUALIFICATIONS

- A. Manufacturer. Company specializing in manufacturing the Products specified in this section with minimum five years experience, who issues complete catalog data on this product.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site
- B. Handle carefully to avoid damage to components, enclosures, and finish.

PART 2: PRODUCTS

2.01 MANUFACTURERS

- A. Basis of design: McQuay International
- B. Approved Equals: Temptrol, Trane or York

## 2.02 GENERAL DESCRIPTION

- A. Furnish as shown on plans, McQuay roof-mounted Air Handling Unit model RDS708B. Unit performance and electrical characteristics shall be per the job schedule.
- B. Configuration: Fabricate as detailed on prints.
- C. The complete unit shall be ETL/MEA listed. Units shall conform to bi-national standard ANSI/UL Standard 1995/CSA Standard C22.2 No. 236. Units shall be accepted for use in the City of New York by the Department of Building, MEA #368-93-E Vol. II. Unit fans and coils shall be ARI certified.
- D. Each unit shall be specifically designed for outdoor rooftop application and include a weatherproof cabinet. Unit shall be completely factory assembled and shipped in one piece.
- E. The unit shall undergo a complete factory run test prior to shipment. The factory test shall include final balancing of all fan assemblies, and a final unit inspection.
- F. All units shall have decals and tags to indicate caution areas and aid unit service. Unit nameplates shall be fixed to the main control panel door. Electrical wiring diagrams shall be attached to the control panels. Installation, operating and maintenance bulletins and start-up forms shall be supplied with each unit.
- G. Performance: All scheduled capacities and face areas are the minimum accepted value. All scheduled amps, KW, and HP are maximum accepted values that allow scheduled capacity to be met.

## 2.03 CABINET

- A. Unit shall be designed to operate at total static pressures of up to 4.5" w.g.
- B. Unit shall have heavy gauge solid galvanized steel liners provided throughout, allowing no exposed insulation within the air stream. All cabinet insulation shall be a nominal 2" thick, 1 ½ lb. density, R6.5, glass fiber.
- C. Exterior surfaces shall be constructed of pre-painted galvanized steel for aesthetics and long term durability. Paint finish to include a base primer with a high quality, polyester resin topcoat of a neutral beige color. Finished surface to withstand a minimum 750-hour salt spray test in accordance with ASTM B117 standard for salt spray resistance.
- D. Service doors shall be provided on both sides of each section in order to provide user access to all unit components. Service doors shall be constructed of heavy gauge galvanized steel with galvanized steel interior liners. All service doors shall be mounted

on multiple, stainless steel hinges and shall be secured by a stainless steel latch system that is operated by a single, flush mounted handle. The latch system shall feature a staggered engagement for ease of operation and a safety catch shall protect the user from injury in case a positive pressure door is opened while the fan is operating. Removable panels, or doors secured by multiple, mechanical fasteners are not acceptable.

- E. Unit base frame shall be constructed of 8 and 18 gauge prepainted galvanized steel.
- F. The unit shall overhang the roof curb for positive water runoff and shall have a formed recess that seats on the roof curb gasket to provide a positive, weathertight seal. Lifting brackets shall be provided on the unit base with lifting holes to accept cable of chain hooks.

#### 2.04 FANS

- A. All fan assemblies shall be statically and dynamically balanced at the factory, including a final trim balance, prior to shipment. All fan assemblies shall employ solid steel fan shafts. Heavy-duty pillow block type, self-aligning, grease lubricated ball bearings shall be used. Bearings shall be sized to provide an L-50 life at 200,000 hours. The entire fan assembly shall be isolated from the fan bulkhead and mounted on spring isolators with seismic restraints. Variable pitch V-belt drives with matching belts shall be provided. V-belt drives shall be selected at standard service factor.
- B. Fan motors shall be heavy-duty 1800 rpm open drip-proof (ODP), premium efficiency. Motors shall be provided with grease lubricated ball bearing and shall be mounted on an adjustable base that provides for proper alignment and belt tension adjustment.
- C. Airfoil Supply Fans
  - 1. Supply fan shall be a double width, double inlet (DWDI) airfoil centrifugal fan. All fans shall be mounted using shafts and hubs with mating keyways. Fans shall be Class II type and fabricated from steel. Fan blades shall be continuously welded to the back plate and end rim.
- D. AF Return Fans.
  - 1. Return fan shall be a double width, double inlet (DWDI) airfoil centrifugal fan. All fans shall be mounted using shafts and hubs with mating keyways. Fans shall be Class II type and fabricated from steel. Fan blades shall be continuously welded to the back plate and end rim.

2.05 VARIABLE AIR VOLUME CONTROL

- A. Separate electronic variable frequency drives shall be provided for the supply and return air fans. Each drive shall be mounted in the fan section. The completed unit assembly will be listed by a recognized safety agency, such as ETL. Drives are to be accessible through a hinged door assembly complete with a single handle latch mechanism. Mounting arrangements that expose drives to high temperature, unfiltered ambient air are not acceptable.
- B. The unit manufacturer shall install all power and control wiring.
- C. All drives shall be factory run tested prior to unit shipment.
- D. The AC Drive shall be provided by McQuay, or prior approved equal.
- E. General Description.
  - 1. The AC Drive shall convert the input AC mains power to an adjustable frequency and voltage, as defined in the following sections.
  - 2. The input power section shall utilize a full wave bridge design incorporating diode rectifiers. The diode rectifiers shall convert fixed voltage and frequency, AC line power to fixed DC voltage. This power section shall be insensitive to phase rotation of the AC line.
  - 3. The output power section shall change fixed DC voltage to adjustable frequency AC voltage. This section shall utilize intelligent power modules (IPMs), as required by the current rating of the motor.
  - 4. Alternate control techniques other than pulse width modulation (PWM) are not acceptable.
- F. Application Data
  - 1. The AC Drive shall be sized to operate a variable torque load.
  - 2. The speed range shall be from a minimum speed of 1.0 Hz to a maximum speed of 60 Hz
- G. Environmental Ratings
  - 1. The VFD must be protected from the environment and operate properly at the specified job location.
  - 2. The AC Drive shall meet the IEC 60721-3-3-3M3 operational vibration specification.

H. Ratings

1. The AC Drive shall be designed to operate from an input voltage tolerance of ( $\pm$ ) 10%
2. The AC Drive shall operate from an input frequency range of 60 Hz ( $\pm$ ) 5%.
3. The displacement power factor shall not be less than .98 lagging under any speed or load condition.
4. The efficiency of the AC Drive at 100% speed and load shall not be less than 97%.
5. The variable torque rated AC Drive over current capacity shall be not less than 110% for 1 minute.
6. The output carrier frequency of the AC Drive shall be programmable from [6-12 kHz, 1-20 HP] [6-8 kHz, 25-40 HP] [1-2.5 kHz, 50-75 HP] without de-rate and up to 16 kHz with de-rate. In addition, the output carrier frequency shall be randomly modulated about the selected frequency.

I. Protection

1. Upon power-up, the AC Drive shall automatically test for valid operation of memory, loss of analog reference input, loss of communication, DC-to-DC power supply, control power and pre-charge circuit.
2. The AC Drive shall be protected against short circuits, between output phases and to ground.
3. The AC Drive shall have a minimum AC under voltage power loss ride-through of 200 milliseconds (12 cycles).
4. For a fault condition other than a ground fault, short circuit or internal fault, an auto restart function will provide up to 6 programmable restart attempts. The time delay before restart attempts will be 30 seconds.
5. Upon loss of the analog process follower reference signal, the AC Drive shall be programmable to display a fault.
6. The AC Drive shall have a solid-state UL 508 C listed overload protective device and meet IEC 60947.
7. The output frequency shall be software enabled to fold back when the motor is overloaded.

8. There shall be three skip frequency ranges that can be programmed to a bandwidth of  $\pm 2.5$  Hz.

J. Keypad Display Interface

1. The keypad display interface shall offer the modification of AC Drive adjustments via a touch keypad. All electrical values, configuration parameters, I/O assignments, application and activity function access, faults, local control, and adjustment storage, and diagnostics shall be accessible.
2. The use of either LED or LCD displays is acceptable. LCD displays must be back-lit.
3. The keypad display shall have a hardware selector switch that allows the keypad to be locked out from unauthorized personnel.

2.06 ELECTRICAL

- A. Unit wiring shall comply with NEC requirements and with all applicable UL standards. All electrical components shall be UL recognized where applicable. All wiring and electrical components provided with unit shall be number and color coded and labeled according to the electrical diagram provided for easy identification. The unit shall be provided with a factory wired weatherproof control panel. Unit shall have a single point connection for main power. A terminal board shall be provided for low voltage control wiring. Branch circuit short circuit protection, 115 volt control circuit transformer and fuse, system switches, high temperature sensor, and a 115 volt receptacle with a separate electrical connection shall also be provided with unit. Each compressor and condenser fan motor shall be furnished with contactors and inherent thermal overload protection. Supply and return fan motors shall have contactors and external overload protection. Knockouts shall be provided in the bottom of the main control panels for field wiring entrance. All 115-600 volt internal and external wiring between control boxes and components shall be protected from damage by raceways or conduit.
- B. Single non-fused disconnect switch shall be provided for connecting electrical power at the unit.
- C. Disconnect switches shall be mounted internal to the control panel and operated by an externally mounted handle. Externally mounted handle is designed to prohibit opening of the control panel door without the use of a service tool.
- D. Unit SCCR rating to be 22 kAIC

## 2.07 HEATING AND COOLING SECTION

### A. Coil Section

1. The coil section shall include hinged access doors on both sides of the section. Access doors shall provide easy access to the downstream side of the coil and drain pan.
2. Cooling coil section shall include a positively sloped drain pan. Drain pan shall have a minimum slope of 1/8" per foot to provide positive draining. The drain pan shall extend beyond the leaving side of the coil and underneath the cooling coil connections. The drain pan shall be connected to a threaded drain connection extending through the unit base.
3. The coil section drain pan to be constructed of galvanized steel.
4. Field piping must be able to enter through the floor of the unit.
5. The coil section shall be provided with a field assembled, piping vestibule for connecting piping the the upstream coil. Coil vestibules shall be 16" deep and include sufficient space to allow for piping access to all coils. Vestibule to be constructed of the same materials as the unit casing. Vestibules to be shipped loose, and knocked down for field assembly.

### B. All coils are fabricated of seamless 5/8" diameter copper tubing that is mechanically expanded into high efficiency aluminum plate fins. Coils shall be multi-row, staggered tube design per the job schedule. All coils shall be factory leak tested with high-pressure air under water. All coils shall be ARI certified.

1. Chilled water coils shall have copper headers complete with supply, return and threaded vent connections. Chilled water coils shall also include threaded drain connections.
2. Hot water coils shall have copper headers complete with supply, return, and threaded vent connections.

## 2.08 FILTERS

- A. Unit shall be provided with a draw-through filter section. The filter section shall be supplied complete with the filter rack as an integral part of the unit. The draw-through filter section shall be provided with cartridge filters.
- B. 12" deep 65% efficient, UL Std. 900, Class 1, AmericanAirFilter cartridge filters shall be provided. 2" panel, 30% efficient pre-filters shall be included. Cartridge filters shall consist of filter media permanently attached to a metal frame and shall slide into a gasketed, extruded aluminum rack contained within the unit. The filter rack

shall have secondary gasketed, hinged end panels to insure proper sealing. Filters shall be accessible from both sides of the filter section.

#### 2.09 OUTDOOR/RETURN AIR SECTION

- A. Unit shall be provided with an outdoor air economizer section. The 0 to 100% outside air economizer section shall include outdoor, return, and exhaust air dampers. Outdoor air shall enter the economizer section through horizontal, louvered intake panels complete with rain lip and bird screen. The floor of the outdoor air intakes shall provide for water drainage. The outside and return air dampers shall be sized to handle 100% of the supply air volume. The dampers shall be opposed sets of parallel blades, arranged vertically to converge the return air and outdoor air streams.
- B. McQuay UltraSeal low leak dampers shall be provided on outdoor or return dampers. Damper blades shall be fully gasketed and side sealed and arranged horizontally in the hood. Damper leakage shall be less than 0.2% at 1.5 inches static pressure differential. Leakage rate to be tested in accordance with AMCA Standard 500. Damper blades shall be operated from multiple sets of linkages mounted on the leaving face of the dampers.
- C. A barometric exhaust damper shall be provided to exhaust air out of the side opposite the air intake. Exhaust hoods and a bird screen shall be provided to prevent infiltration of rain and foreign materials. Exhaust damper blades shall be lined with urethane gasket on contact edges.

#### 2.10 DISCHARGE PLENUM OPTIONS

- A. A supply air discharge plenum shall be provided.

#### 2.11 ROOF CURB

- A. The roof curb shall be a full perimeter type with complete perimeter support of the air handling section 18" high. Roof curb shall be vibration isolation type as specified on Contract Documents and shall be furnished by the Contractor. The curb shall be a minimum of 18" high and include a nominal 2" x 4" wood nailing strip. Gasket shall be provided by the unit manufacturer for field mounting between the unit base and roof curb

### PART 3: EXECUTION

#### 3.01 INSTALLATION

- A. Install in accordance with manufacturers instructions.

END OF SECTION 15852

ROOF MOUNTED AIR HANDLING UNIT SCHEDULE																									
UNIT NO.	AREA SERVED	MANUF.	MODEL	Max. O.A. (CFM)	Min. O.A. (CFM)	SUPPLY FAN			RETURN FAN			PH	VOLTS												
						CFM	ESP	TSP	HP	CFM	ESP			TSP	HP										
AHU-1	LECTURE HALLS	McQuay	R057088	5000	0	5000	2.00	3.86	5	4500	1.0	1.00	2	3	208	5MH0902B	11 SqFt	424,702	27.3	2.1	180	148.9	0.0	77.7	0.15

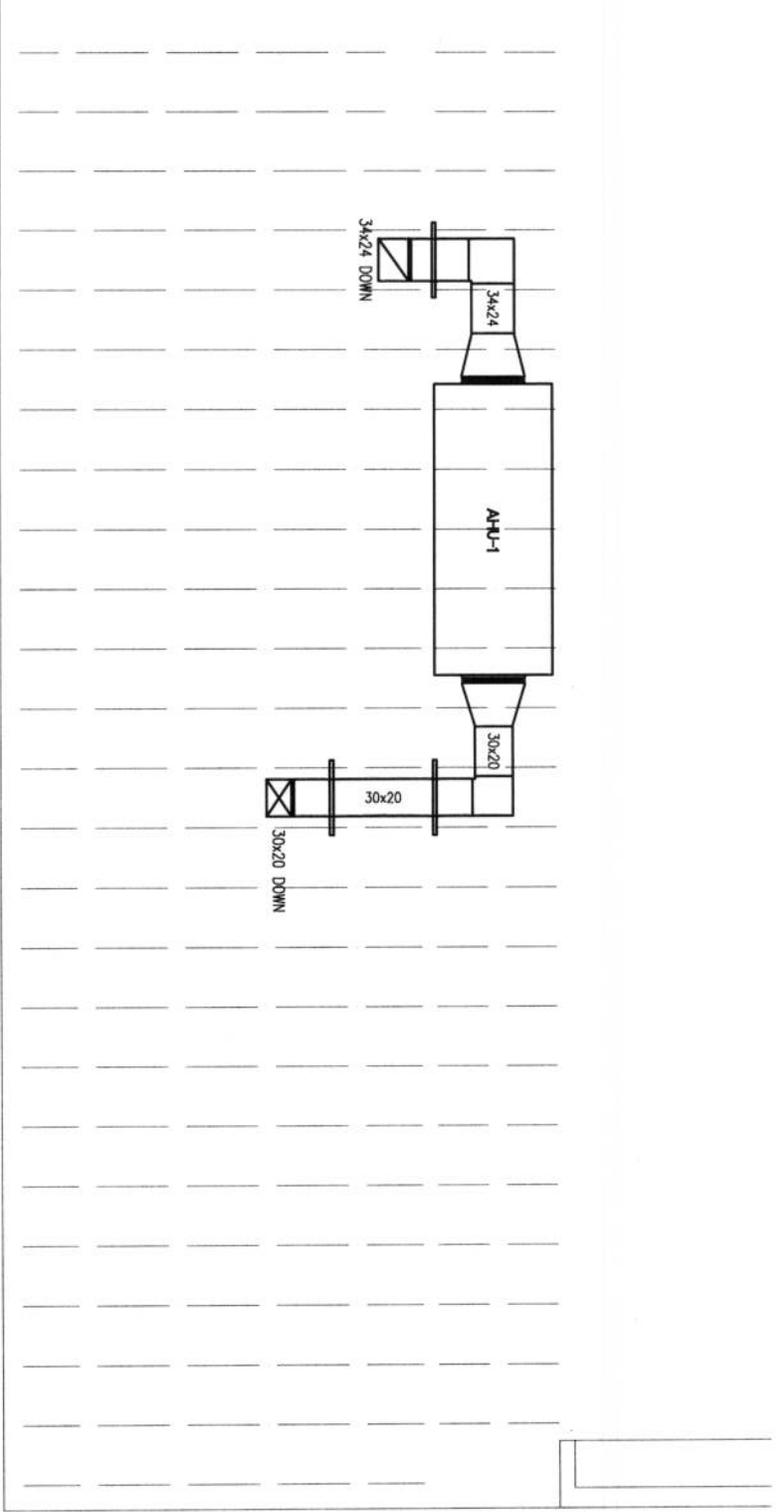
**ROOF MOUNTED AIR HANDLING UNIT SCHEDULE (CONTINUED)**

Coil Model	Face Area	TMBH	SMBH	EAT(db/wh)	LAT(db/wh)	E/LWT	GPM	WPD	APD	COMPONENTS		REMARKS	
										S.Fan/R.Fan			
5MH0908B	11 SqFt	321,221	187,172	88.0	53.8	53.5	44/56.3	52.40	7.9	0.8	R/F/H/C/ACCESS/CC/SF/PLENUM	16"AF / 16"AF	1 to 12

- REMARKS:**
1. 14 GAUGE GALVANIZED FLOOR
  2. DOUBLE WALL, PERFORATED IN FAN SECTION
  3. STAINLESS STEEL DRAIN PAN
  4. MANUF. SHALL PROVIDE (2) SETS OF 65% CARTRIDGE FILTERS
  5. UNIT MANUF. SHALL PROVIDE BELT GUARD
  6. PROVIDE WITH PREMIUM EFFICIENCY MOTORS
  7. CAPACITIES BASED MEAN FILTER PRESSURE DROP
  8. ALL PIPE CONNECTIONS SHALL BE INSIDE THE ROOF CURB.  
SEAL @ ROOF PENETRATION.
  9. UNIT MANUF. SHALL PROVIDE LIGHTS IN FAN SECTION AND SERVICE OUTLET.
  10. UNIT SHALL BE DOUBLE WALL CONSTRUCTION
  11. UNIT MANUF. SHALL PROVIDE UNIT MOUNTED VFD'S.
  12. ACCEPTABLE OR EQUAL QUALITY OR BETTER IN FRAME, TEMPTROL OR YORK.

drawing title <b>MECHANICAL SCHEDULES</b>		STATE OF CONNECTICUT DEPARTMENT OF PUBLIC WORKS	
REVISIONS		DRAWING PREPARED BY <b>MOSER PILON NELSON, LLC.</b> WETHERSFIELD, CONNECTICUT	
mark	date	description	project TWO NEW LECTURE HALLS, HIGGINS HALL ANNEX, WESTERN CONNECTICUT STATE UNIVERSITY, DANBURY, CT.
CAD no. M_Sched.dwg		project no. BI-RD-268	date 04/29/2011
drawing no. <b>MO.0</b>		drawn by AL	scale AS NOTED
approved by LD		approved by	

  
**BEMIS ASSOCIATES, L.L.C.**  
 Consulting Engineers  
 101 Fenn Road  
 Newington, Ct 06111  
 (860) 667-3233  
 Fax: (860) 667-3579  
 www.bemisassociates.com



# PROPOSED ROOF PLAN

SCALE: 1/8"=1'-0"



**BEMIS ASSOCIATES, L.L.C.**  
 Consulting Engineers

101 Fenn Road  
 Newington, Ct 06111  
 (860) 667-3233  
 Fax: (860) 667-3579  
 w.w.bemisassociates.com

drawing title <b>MECHANICAL ROOF PLAN</b>		DRAWING PREPARED BY <b>MOSER PILON NELSON, LLC.</b>		date <b>04/29/2011</b>
REVISIONS		DEPARTMENT OF PUBLIC WORKS WETHERSFIELD, CONNECTICUT		scale <b>AS NOTED</b>
work	date	description	DRAWING PREPARED BY <b>MOSER PILON NELSON, LLC.</b> WETHERSFIELD, CONNECTICUT	drawn by <b>AL</b>
				approved by <b>LD</b>
CAD no. <b>M_pp.dwg</b>			project no. <b>BI-RD-268</b>	drawing no. <b>MO.1</b>



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Representation**  
**By Entity**  
**For Contracts Valued at Less Than \$50,000**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), 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 less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF AN ENTITY:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS**

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for 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 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 A 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) (Page 2)

**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.

**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, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

**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.

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.

# BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information (Page 3)

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -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 Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	- DAS Certification Number _____

## PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	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? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	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? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____ _____

## 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 ___
--	--

**PART IV - Bidder Employment Information**  
(Page 4)

Date:

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

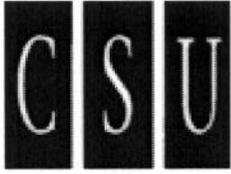
1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which you hire, train, and promote employees without discrimination show that	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service					Work Experience		
Private Employment Agencies					Ability to Speak or Write English		
Schools and Colleges					Written Tests		
Newspaper Advertisement					High School Diploma		
Walk Ins					College Degree		
Present Employees					Union Membership		
Labor Organizations					Personal Recommendation		
Minority/Community Organizations					Height or Weight		
Others (please identify)					Car Ownership		
					Arrest Record		
					Wage Garnishments		

**PART V - Bidder Hiring and Recruitment Practices**

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.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

# Connecticut State University System



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

## STANDARD TERMS AND CONDITIONS

### I. DEFINITIONS

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

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

### II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

#### A. General Conditions

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

#### B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened.

Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.

3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.

12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services ([www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp)) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

#### C. Samples

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

#### D. Bonding Requirements / Guaranty or Surety

Not applicable to this 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, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v)

- carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
  6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
  7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
  8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
  9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
  10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
  11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
  12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
  13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
  14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
  15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
  16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
  17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
  18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.
- B. Insurance**
1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
    - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
    - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
    - (c) Professional Liability: \$1,000,000 limit of liability.
    - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
  2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
    - (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
    - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
  3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
  4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
  5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
  6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
  7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

**C. Bonds**

Not applicable to this RFP

**D. Delivery**

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

**E. Inspection and Tests**

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

**F. Advertising**

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