

WESTERN CONNECTICUT STATE UNIVERSITY

ADDENDUM NO. 2

TO

**Generator/Fire Pump Preventative Maintenance and Service
BID NO. 2015-ERB-0257**

DATE: October 1, 2014

The following addendum will expand, amend, revise and clarify the specifications bearing the above title, dated September 11, 2014, 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 specifications.

Will load testing be done with a load bank or live load?"

Regarding load testing, include prices for both Live Load Testing and Load Bank Testing for each generator. We are working with our Facilities and Planning/Engineering departments to determine:

- 1) Whether existing live loads are sufficient for load testing purposes and
- 2) Which generators are classified as Emergency Power Systems vs. Standby Power Systems.

In addition, price each option for both regular work hours (M-F, 7am-5pm) and off-peak hours (M-F before 7am and after 5pm, and Sat./Sun.). Off peak hours may be required in some instances in order to avoid disruption of classes, etc. In general, we will aim to do testing during normal business hours while classes are out for seasonal semester breaks and vacation periods.

Whether a generator is classified as a Standby or Emergency Power System will also dictate required testing intervals. Pricing/available funds may limit the number of Standby Power Systems that will be tested.

Item No. 2: Is issued to include new revised price sheets. There are now two separate price sheets per the attached.

END OF ADDENDUM

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

REVISED per Addendum NO. 2 Pricing Sheet Bid 2015erfb0267 Generator/Firepump Preventative Maintenance and Service

Type	Make	Model No.	Serial No.	Fuel Type	Max Kw	Fall Service	Spring Service	1000 hour	2 yr cycle
1	Generator	Generac	92A 03653-S	Natural Gas	60				
2	Generator	Detroit MTU	45GSG	Natural Gas	41				
3	Generator	Generac	14316330200	Natural Gas	250				
4	Fire pump	Detroit (engine)	50348312	Diesel	N/A				
5	Generator	Onan	12.5RJC	Natural Gas	12.5				
6	Generator	Generac	MQT10068GVS	Propane	100				
7	Generator	Generac	MQT10068GVS	Propane	100				
8	Generator	Kohler	250RZD	Natural Gas	250				
9	Generator	Generac	4086710110	Diesel	230				
10	Generator	Magna One	502HDR8179GG-W	Diesel	365				
11	Fire Pump	Detroit (engine)	PDPPL4VN-LD12120F	Diesel	N/A				
12	Generator	DMT Corporation	DMT100CA	Diesel	100				
13	Generator	Generac	98A02597-S	Diesel	249				
14	Generator	Cummins	VPA building beginning with the Fall 2015 service						
TOTALS									

The annual prices for preventative maintenance must include anticipated costs for fuel, air and oil filters, lubricating oils, coolant, hoses, and belts.

Spare parts/replacement parts % above cost _____ %

Hourly rates for work outside of routine maintenance and scheduled service _____

Emergency labor rates _____

Vendor _____ Date _____

REVISED per Addendum NO. 2 Pricing Sheet Bid 2015erpb0267 Generator/Firepump Preventative Maintenance and Service

Type	Make	Model No.	Serial No.	Fuel Type	Max Kw	M-F 7am-5pm Live Load test	M-F 7am-5pm Load Bank test	off peak hrs Live Load test	off peak hrs Load Bank test
1	Generator	Generac	92A 03653-S	2005141	Natural Gas	60			
2	Generator	Detroit MTU	45GSG	2098670	Natural Gas	41			
3	Generator	Generac	14316330200	2115833	Natural Gas	250			
4	Fire pump	Detroit (engine)	50348312	98-65087	Diesel	N/A			
5	Generator	Onan	12.5RJC	L900361083	Natural Gas	12.5			
6	Generator	Generac	MQT10068GVS	4972302	Propane	100			
7	Generator	Generac	MQT10068GVS	5003781	Propane	100			
8	Generator	Kohler	250RZD	2008798	Natural Gas	250			
9	Generator	Generac	4086710110	2077417	Diesel	230			
10	Generator	Magna One	502FDR8179GG-W	RH-19-51618-7/23	Diesel	365			
11	Fire Pump	Detroit (engine)	PDFPL4VN-LD12120F	U048825F	Diesel	N/A			
12	Generator	DMT Corporation	DMT1100CA	91004-1	Diesel	100			
13	Generator	Generac	98A02597-S	2041660	Diesel	249			
14	Generator	Cummins	VPA building beginning with the Fall 2015 service						
TOTALS									

Hourly rates for work outside of routine maintenance and scheduled service _____

Emergency labor rates _____

Vendor _____ Date _____

WESTERN CONNECTICUT STATE UNIVERSITY

ADDENDUM NO. 1
TO
Generator/Fire Pump Preventative Maintenance and Service
BID NO. 2015-ERB-0257

DATE: September 22, 2014

The following addendum will expand, amend, revise and clarify the specifications bearing the above title, dated September 11, 2014, 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 post the attendees at the mandatory pre bid meeting that was held on September 22, 2014 at 10:00am.

END OF ADDENDUM

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

BID # 2015ERB0267-Generator/Fire Pump Maintenance- Sign In Sheet

Mandatory meeting September 22, 2014 at 10:00am

Company	Telephone #	Fax #/Email	Contact	Rep Signature	Date
Stewart & Stevenson Atlantic Power SYSTEMS	860.754 2338	(F) 860-632-1493 s.jackson@ssss.com	Steve Jackson		9/22
Northeast Generator Company	(203) 336-3031	(203) 368-3425 nrivers@northeastgenerator.com	Nicholas Rivers		9/22
Huntington Power Equip.	203-929-3203	203-929-0713 spappaj@huntingtonpower.com	John Pappaj		9/22

 WESTERN CONNECTICUT STATE UNIVERSITY	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 , ADDRESS and EMAIL ADDRESS:		BID NUMBER: 2015-ERB-0267	BID DUE DATE: October 10, 2014 by 2:30pm
RETURN TO: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810		DATE ISSUED: September 11, 2014	
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
Description			
<p>Western Connecticut State University is seeking bid proposals from vendors to furnish generator, automatic transfer switch, and fire pump diesel engine service and preventative maintenance for the equipment specified in this bid for the Midtown and Westside campuses for a period of two (2) years with an option for two additional one year contracts to be exercised at the sole discretion of the University. Prices quoted must be firm fixed for the first 2 years and years 3 and 4 shall be negotiated. Labor increases shall not exceed 5% for the two optional years. All quoted labor rates will remain in effect for the life of this contract period (two years). CPI will allow for increase in the 3rd and 4th years of this contract.</p> <p>All contractors are required to visit the site and verify existing conditions. A mandatory pre-bid meeting is scheduled for Monday September 22, 2014 beginning at 10:00am in the purchasing office located in University Hall room 009 on the University's Midtown Campus, 181 White St., Danbury, CT 06810. http://www.wcsu.edu/campustour/directions.asp</p> <p>Specifications as per attachment "A"</p>			

<p style="text-align: center;">TO BE COMPLETED BY BIDDER</p>	<p>Vendor Authorized Signature _____ Date _____ Printed Name _____ Phone _____ Extension _____ Cash discount Payment Terms _____ % _____ days, net 30 days Company FEIN _____</p>	
 WESTERN CONNECTICUT STATE UNIVERSITY	REQUEST FOR PROPOSAL	<p>Please quote on the commodities or services listed below. All prices must be FOB Destination.</p> <p>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.</p>
	<p>This is NOT an order to ship.</p>	
<p>VENDOR NAME, ADDRESS AND PROJECT CONTACT EMAIL ADDRESS:</p>		<p>BID # 2015-ERB-0267</p>
<p>Return to: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT. 06810</p> <hr/> <p>Specifications and Pricing sheet attached.</p> <p>As WCSU is a public university campus, proposers may visit the campus at their discretion. Proposed visits shall be coordinated with the EHS Office at (203) 837-9352. The University does request that all campus visits be completed no later than September 29th, 2014 Arrangements can be made to visit</p> <p>Questions must be submitted in writing and must be received in the purchasing office no later than 12:00PM, September 30, 2014. Questions must be emailed borisse@wcsu.edu or faxed to the purchasing office at (203) 837-8659. All questions will be answered via an addendum posted to the DAS purchasing portal website by October 1, 2014.</p>		<p>PAGE 2</p>

Bid Parameters 2015-ERB-267

Compliance with Western Connecticut State University Bid Submission forms located in the specification package must be completed and submitted with the proposal.

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 “B” must be completed and submitted with the proposal. Proposal Certification and Statement of Bidders Qualifications must be submitted with your submittal.

Proposers shall submit a clearly marked original and (1) one 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 **2015-ERB-0267** on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is **October 10, 2014 at 2:30 pm** in the Purchasing Office of Western Connecticut State University, located on the lower level of University Hall, 181 White St., Danbury, CT. 06810.

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.

Bids are to be based on the work called for on the sketches and specifications for the subject project, as well as any addenda issued during the bid process. Bids showing informalities, qualifications or conditions may be rejected at the option of the University. Each bidder must note receipt of any Addenda or bulletins when submitting a bid. All bidders shall verify dimensions and conditions at the site and be responsible for satisfying himself as to all requirements of the contract.

Bids must be held for a period of 90 calendar days following the date of the bid opening. Following 90 calendar days, if attempted negotiations with the lowest bidder fail to result in a contract, the University reserves the right to re-bid the project.

To be completed by bidder	Vendor Authorized Signature _____ Date _____
---------------------------	--



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

(Revised 09/17/07)

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 bidder's 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.

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 paralegals, 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) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
---	---

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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)	

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. _____

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

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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (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)				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 show that you hire, train, and promote employees without discrimination
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	

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)
-------------	---------	---------------	-------------



Request for Proposal # 2015-ERB-0267

Attachment "A" Generator/Fire Pump Service and Preventative Maintenance Service for Western Connecticut State University

Section 1. Administrative Overview

1.1 Introduction

This is a request for proposal (RFP) issued by Western Connecticut State University ((hereinafter referred to as the "University" or "WCSU") seeking proposals from vendors to furnish generator, automatic transfer switch, and fire pump diesel engine service and preventative maintenance for the equipment specified in this bid for the Midtown and Westside campuses for a period of two (2) years with an option for two additional one year contracts to be exercised at the sole discretion of the University. Prices quoted must be firm fixed for the first 2 years and years 3 and 4 shall be negotiated. Labor increases shall not exceed 5% for the two optional years. All quoted labor rates will remain in effect for the life of this contract period (two years). CPI will allow for increase in the 3rd and 4th years of this contract.

Authority

This RFP is issued by WCSU under the provisions of 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, background, RFP objectives, 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 WCSU.

1.4 Mandatory Pre-Bid Conference

A mandatory pre-proposal conference will be held Monday September 22, 2014 beginning at 10:00am in the purchasing office located in University Hall room 009 on the University's Midtown Campus, 181 White St., Danbury, CT 06810. The conference will include an overview of the bid process and specification. The purpose of this conference is to fully acquaint potential Proposers with all conditions and facilities. Concerning parking, attendees may park in WCSU's White Street garage on the Midtown Campus. At the Westside Campus, visitors are authorized to park on Access Road and University Boulevard. Please visit WCSU's website www.wcsu.edu/directions for additional information on parking and directions to the Campus.

Attendance at this pre-proposal conference is a prerequisite and a requirement to be qualified to submit a proposal. Proposals will be accepted only from those firms who are represented at the pre-proposal conference, as evidenced by the representatives' signatures on the attendance roster. Failure to attend this meeting will preclude your firm from submitting a proposal.

Attendance at the conference will be limited to three (3) employees per company. Attendees should bring a copy of this solicitation to the conference. Any changes resulting from this conference or subsequent written questions will be issued in a formal addendum.

1.5 Submission of Questions

Contractors may submit questions or requests for clarification. Questions must be submitted in writing and must be received in the purchasing office no later than 12:00PM, September 30, 2014. Questions must be delivered or faxed to the purchasing office at (203) 837-8659. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be assembled by the Director of Administrative Services and will be distributed to all interested parties as soon as possible through an addendum via State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us). Note that any addenda issued will be posted on the Department of Administrative Services contracting portal, address www.das.state.ct.us. Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

Questions must be submitted in written form to:

Ms. Esther Boriss
Western Connecticut State University
181 White St
Danbury, CT 06810
Ph. (203) 837-87580 Fax. (203)837-8659
e-mail : borisse@wcsu.edu

1.6 Proposer Site Visits

As WCSU is a public university campus, proposers may visit the campus at their discretion. Proposed visits shall be coordinated with the EHS Office at (203) 837-9352. The University does request that all campus visits be completed no later than September 29th, 2014 so that campus schedules are minimally interrupted. The University will not permit individual interviews with individuals involved in the selection process.

Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.7 Submission of Proposals

Contractors shall submit a clearly marked original plus two (2) copies of the proposal. Proposals shall be received by the WCSU Purchasing Department no later than October 10th 2014 at 2:30PM. At that time, a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be delivered to:

E.R. Boriss
Associate Director of Administrative Services
Western Connecticut State University
181 White St
Danbury, CT 06810

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

“RFP 2015-ERB-0267: Generator/Fire Pump Service to allow for proper identification.

Note: Should the University be unexpectedly closed at the scheduled bid due date and time (i.e.; inclement weather closing), the bid due date shall default to 2:30PM on the next business day the University is open (a business day defined as Monday-Friday inclusive and not including Saturday or Sunday). Closing information can be obtained via the WCSU website www.wcsu.edu or via the University's weather closing line, phone 203-837-9377.

1.8 Costs for Proposal Preparation

Any costs incurred by Contractors in preparing or submitting a proposal or presentation shall be the Contractor's sole responsibility.

1.9 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 Contractor shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows 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 reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The Contractor is debarred or suspended.
- The Contractor is in default of any prior contract or for misrepresentation

1.10 Addenda to This RFP

WCSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted within the contracting portal of the State of Connecticut's Department of Administrative Services website (www.das.state.ct.us). It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.11 Rights Reserved

WCSU 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 WCSU will be served. Should WCSU determine that only one Bidder is fully qualified, or that one Bidder is more highly qualified than the others under consideration, a contract may be negotiated and awarded to that bidder. The awarded document shall be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated.

1.12 Final Contract

WCSU intends to use this RFP and the successful proposal as a basis for the final contract. All provisions of this RFP shall be incorporated into the final awarded contract.

1.13 Inspection of Proposals and Confidential Information

Proposals may be available for public inspection upon notice of award and shall 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 Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the Act that 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.

1.14 Contract Invalidation

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

1.15 Term of the Contract

The term of the agreement shall be for two (2) years, with an option of an additional two, one year contracts exercised at the sole discretion of the University.

1.16 Fees

All fee and cost structures quoted herein for generator/fire pump service and for the preventative maintenance service shall remain firm fixed for the first two years of the contract term. All quoted labor rates will remain in effect for the life of this contract period (two years). CPI will allow for increase in the 3rd and 4th years of this contract.

1.17 RFP Terms and Conditions

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated generator/fire pump maintenance services 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 contract. 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 generator/fire pump maintenance services contract.

Section 2. Scope of Work

2.1 General Background of WCSU

Western Connecticut State University (WCSU), is part of the 17 Connecticut State Colleges and Universities governed by the Board of Regents for Higher Education. The Board of Regents office is located in Hartford Connecticut.

WCSU has an enrollment of approximately 6000 students, of which 4400 are full time and 1600 are part time. Additionally, of the 6000 student population, 5400 are undergraduate student and 600 are graduate students. At WCSU, approximately 1500 students live in campus residence halls (460 on the Midtown Campus and 970 on the Westside Campus). WCSU currently employs approximately 625 full and 376 part-time individuals.

For more information concerning Western Connecticut State University, please visit the University's website at www.wcsu.edu.

2.2 Objectives

This specification covers the requirements for generator/fire pump service and preventative maintenance service to be as listed in the proposal schedule. The service shall consist of furnishing all necessary labor, parts, tools, and equipment to provide inspection, repair, and service and complete preventative maintenance to ensure generators and fire pumps on the WCSU campus remain in safe and efficient operating condition.

The Contracted Staff (hereinafter called the "Contractor") will provide the listed generator/fire pump maintenance services for Western Connecticut State University (hereinafter referred to as "the Agency").

It is the purpose of this RFP to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria that are to be considered in the award of this contract.

2.3 Work Schedule

A. Work Week: Except as otherwise provided, and for emergencies, Contractor shall perform all listed services on weekdays (Monday through Friday) between the hours of 7:00am and 5:00pm, except for designated state holidays. If for any reason service is required beyond the regular working hours such service shall be provided without additional cost to WCSU. Contractors are to provide hourly rates for work outside of routine maintenance and scheduled service, i.e., vandalism, for regular working hours, overtime, Saturday, Sunday and Holidays as specified.

Emergency call: Western Connecticut State University determines if the situation is an emergency. An emergency could be considered for safety reasons, or a generator in a building not operating, hampering the operations of a building. The determination for an emergency will be made by the

University. For emergencies, as defined by WCSU, service must be available 24/7/365 and on campus within 2 hours of notification.

The Contractor shall sign in at the Police Department before performing any services and shall sign out upon completion. Keys and an identification card (which must be displayed by the contractor at all times while working on the Campus) will be available at the Police Department. The Contractor will coordinate visits with EHS (Environmental Health and Safety personnel and will advise said personnel of work performed, to be performed, etc. The assigned work days may not be changed without permission of the Agency Representative. The agency may require the Contractor to alter work days or work hours in order to meet special Agency or scheduled needs (i.e. graduation, students moving in and moving out of dormitories, etc.) These services shall involve no additional cost to the Agency.

B. Coordination with Campus Construction and Renovation Activities: Contractors shall coordinate activities with any campus construction and renovation activities that may be underway. Contractor may be required to delay or reschedule assigned tasks to avoid interference with construction activities. This shall in no way relieve the Contractor of its ongoing obligations under this contract.

2.4 Specifications: Generator/fire pump maintenance services and Preventative Maintenance Schedule and Program

The Contracted Staff (hereinafter called the "Contractor") will provide the listed generator/fire pump maintenance services for Western Connecticut State University (hereinafter referred to as "the Agency").

A. The Contractor shall submit to the Agency Representative, prior to beginning work under this contract, a program for complete and proper service inspection and (PM) preventative maintenance program service. The schedule and program should include, but is not limited to, the following:

1. A description, detailed by location, of labor assignments, supervisory assignment, and **inspection procedures.**
2. Total number of employees involved in each phase of the contract, and total projected man hours in performing the inspection and (PM) services.

B. The Contractor shall not commence work under this contract until the inspection procedures and (PM) preventative maintenance scheduled programs have been reviewed and approved by the Agency Representative. Contractor shall comply with all requirements of the approved schedule and program.

C. **Technicians who provide preventative maintenance and service work shall hold current EGSA Technician Certifications.**

2.5 Extent of Work

A. The Contractor shall perform the work outlined herein and maintain the generator/fire pump equipment, described, using trained personnel directly employed and supervised by him. The contractor must be qualified to keep the equipment properly adjusted and must use all reasonable care to maintain equipment in proper and safe operating condition.

Type	Make	Model No.	Serial No.	Fuel Type	Max Kw
Generator	Generac	92A 03653-S	2005141	Natural Gas	60
Generator	Detroit MTU	45GSG	2098670	Natural Gas	41
Generator	Generac	14316330200	2115833	Natural Gas	250
Fire pump	Detroit (engine)	50348312	98-65087	Diesel	N/A
Generator	Onan	12.5RJC	L900361083	Natural Gas	12.5
Generator	Generac	MQT10068GVSN	4972302	Propane	100
Generator	Generac	MQT10068GVSN	5003781	Propane	100
Generator	Kohler	250RZD	2008798	Natural Gas	250
Generator	Generac	4086710110	2077417	Diesel	230
Generator	Magna One	502FDR8179GG-W	RH-19-51618-7/23	Diesel	365
Fire Pump	Detroit (engine)	PDFPL4YN-LD12120F	U048825F	Diesel	N/A
Generator	DMT Corporation	DMT100CA	91004-1	Diesel	100
Generator	Generac	98A02597-S	2041660	Diesel	249
Generator	Cummins	VPA Building	Under warranty	Through May 2015	

B. The intent of these specifications unless expressly stated otherwise is to cover generator service and maintenance that is complete in every aspect. Any details of service or maintenance not explicitly stated in these specifications but necessarily attendant hereto, such as indicated by the manufacturer’s maintenance schedule, is deemed understood by the contractor and included herein. The vendor shall furnish all material and equipment usually furnished with such services, in accordance with industry standards. Work shall include, but not limited to, examinations and preventative maintenance procedures, emergency callback service, maintenance of complete records, cleaning, lubrication, testing, adjusting, repairing, furnishing or replacement parts, including spares, furnishing of all equipment for testing as required by applicable codes.

Each unit (11 Generators, 2 Fire Pumps) shall be serviced twice per year. The VPA generator shall begin with the fall 2015 service schedule. The first service would be the Advanced (fall) service as described below. The second visit would be the basic (spring) service. Two-Year Interval start date for all generators begins fall 2014. 1000 Hour Interval services would be provided as needed during one of the semi-annual visits. Semi-annual services shall be conducted, roughly, during the months of

September/October and March/April. In addition, load testing, in accordance with NFPA 110, 2002 edition shall be conducted and may be done in conjunction with either the spring or fall service.

Regarding Fire Pumps (2), we are seeking preventive maintenance for the diesel engine only. Not all items below are applicable.

(Spring) Basic Service

- Check lubricating oil. Add as needed.
- Check radiator/cooling system. Add as needed.
- Check fuel sediment bowl. Clean as needed.
- Check air cleaner and crankcase breather.
- Check warning lights.
- Check fuel lines and hoses for pliability and leaks.
- Check fan and governor belts for wear and tension.
- Check engine block heater and thermostat.
- Check, clean, and service battery.
- Check battery charger. Adjust if necessary.
- Check instruments.
- Run under load (authorization required).
- Inspect automatic transfer switch and generator components.
- Perform generator end performance measurements and analysis.
- Inspect lubrication system, oil, air filter, fuel filter, fuel system lines, gauge, and fuel separator.
- Perform generator, generator end, automatic transfer switch, and components safety check. Include engine safety controls.
- Perform electrical frequency analysis and adjustment (as needed).
- Inspect cooling system belts, hoses, radiator, and radiator cap.
- Inspect air intake filter and hoses.
- Inspect battery charger & starting battery, clean connections, and apply corrosive protection.
- 24/7 emergency response

(Fall) Advanced Service

- Conduct "Spring Service" and additionally the below items
- Change oil & filter.
- Change air filter.
- Change fuel filter & fuel separator.
- Perform antifreeze analysis. Test for freeze point, nitrate levels & corrosion inhibitor using a visual color test procedure.
- Inspect all wiring.
- Test engine starter operation.
- Drain all water from fuel tank.
- Re-torque fan bolts.

Two-Year (Cycle Begins Fall 2014)

- Replace all rubber hoses (as needed).
- Replace engine fan belts (as needed).
- Inspect the Stationary Emergency Generator System.
- Drain, flush, refill cooling system.
- Inspect AC alternator.
- Check injection pump timing (where applicable).
- Check/adjust valve lash (where applicable).

1000 Hour

- Inspect engine DC alternator.
- Inspect engine starter.
- Re-torque engine mounting brackets.
- Remove/test fuel injection pump.
- Remove/test cooling system thermostat.

C. The contractor must follow the maintenance schedule as listed above. The Contractor shall provide regular and systematic examinations and preventative maintenance service, at which time he shall determine the nature and extent of any trouble and shall take necessary action to restore the equipment to satisfactory and safe service. The contractor shall also use preventative maintenance methods by furnishing and installing parts prior to their breakdown point where possible, all as necessary to keep the generators and fire pumps in the best possible running order at all times.

D. The Contractor shall also maintain the efficiency, and safety as designated by the manufacturers of the equipment at all times.

E. The Contractor shall perform all necessary examination, adjustments and work necessary to initially adjust and maintain generators/fire pumps. The preventative maintenance program shall include, cleaning, lubricating, adjusting, calibrating, repairing, furnishing and replacing parts and equipment, and the furnishing of all equipment necessary in performance thereof, all as required in these specifications.

F. Technicians who provide preventative maintenance and service work shall hold current EGSA Technician Certifications.

Vendors shall have at least ten (10) years' experience in the field of commercial and industrial emergency generator services. Direct employees of the vendor shall perform the work. To assure accountability, no sub-contractors shall be allowed to perform any work related to the contract award.

Service shall be conducted, generally, between the hours of 7:00 am – 5:00 pm, Monday – Friday. Any exceptions shall receive prior authorization.

Load testing and shutdown shall be coordinated with WCSU staff in order to minimize academic interruptions.

G. **Parts**

Vendor shall include % over cost for replacement parts. All replacement parts must be new or equal to or better than manufacturer's original equipment. Spare parts shall be new genuine manufacturer's parts, or new parts equivalent designed for the generator or fire pump on which they are to be used. The Contractor shall have available, at all times, sufficient supply of genuine duplication parts and materials necessary for emergency or quick replacement.

H. **Supervision**

The awarded vendor shall provide a manager to oversee the WCSU preventative maintenance and service work and the performance of all obligations under the resulting contract.

I. **Communication**

The awarded vendor shall provide cellular phone equipment and service to their staff while working on campus. In addition, a direct phone number to the vendor's manager shall also be provided.

J. **Additions/Deletions**

An amendment to the contract will be made to allow for the service of new equipment to the campus in the event that additional location(s) are to be added to the contract, WCSU reserves the right to request a proposal from the vendor. In addition, in the event a generator is taken out of service, WCSU reserves the right to remove that item from the contract after formal notification to the vendor.

2.6 Safety Tests and Inspection:

A. The Contractor shall perform the work outlined herein and maintain the generator/fire pump equipment, described, using trained personnel directly employed and supervised by him. The contractor must be qualified to keep the equipment properly adjusted and must use all reasonable care to maintain equipment in proper and safe operating condition.

The Contractor shall promptly correct any defects that may be found in testing and examining the safety devices. A written report of such tests shall be submitted to the Agency within fifteen (15) days after such tests.

2.7 Insurance

A. The Contractor shall procure and maintain at his expense during the term of this contract, and any extension thereof, adequate Comprehensive General Liability Insurance. The insurance shall be written by companies acceptable to the State of Connecticut. The contractor shall provide and furnish evidence of the following insurance coverage and limits: Bodily Injury Liability shall not be for less than \$1,000,000 for each person and \$3,000,000 for each occurrence and Property Damage Liability shall not

be for less than \$500,000 for each accident and \$1,000,000 in the aggregate. The Contractor shall also submit evidence that his employees are covered by Workman's Compensation and Liability as required by the State of Connecticut Law.

B. Insurance Certificate: The Contractor shall supply and pay for public liability insurance in the amount of \$1,000,000, combined single limit, for bodily injury and property damage covering all of the Contractor's operations. The Certificate shall name Western Connecticut State University as a named insured. The Certificate of Insurance should be forwarded to WCSU Attn: E. R. Boriss. The Contractor shall maintain the above coverage for the entire term of this contract and shall notify the Agency in writing of any termination or change. The Contractor shall also carry Workers Compensation Insurance in limits prescribed by State Statute.

C. Termination or Change of Insurance: Insurance policy shall be endorsed to provide that the insurance company shall notify the Agency by certified mail at least thirty (30) days in advance of termination of or any change in policy. All notices shall be sent to the Agency, in care of E.R. Boriss. No change shall be made without prior written approval of the Agency's Office of Administrative Services.

D. The Contractor shall keep all required insurance in continuous effect until the Agency determines that the contractor has fulfilled all of its obligations under the contract.

E. Claims: Insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

F. Damage: The Contractor shall make prompt restitution to the Agency in the form of cash, replacement or repairs (subject to the Agency's approval), in settlement of any damage to the Agency or tenant-owned property caused by the Contractor, its agents or employees.

2.8 Cancellation/Default or Termination of Contract:

A. In the event any provisions of the contract are violated by the Contractor, the Agency may serve written notice upon contractor setting forth the violations and demanding compliance with the contract. Unless within ten (10) calendar days after serving such notice, such violations shall cease and satisfactory arrangement for corrections be made, the Agency may terminate the contract by serving written notice upon the Contractor. The Agency shall provide the Contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

B. The Agency reserves the right to cancel the contract for any reason beneficial to the Agency, upon thirty (30) days written notice to the Contractor.

2.9 Employee Qualifications

A. WCSU reserves the right to request higher level supervision to be on site in support of generator /fire pump renovation and repair work. The cost of having this supervision on site will be borne by the Contractor.

B. Technicians who provide preventative maintenance and service work shall hold current EGSA Technician Certifications. Vendors shall have at least ten (10) years' experience in the field of commercial and industrial emergency generator services. Direct employees of the vendor shall perform the work. To assure accountability, no sub-contractors shall be allowed to perform any work related to the contract award.

C. All employees and agents of the Contractor shall be subject to the jurisdiction of the representative while performing services on Agency Property. Each employee must comply with the "Standard of Conduct" applicable to all employees of Western Connecticut State University, which standards are listed below in Article 2.10. The Agency reserves the right to dismiss any employee of the Contractor who violates these standards of conduct or who exhibits others deemed inappropriate by the Agency.

2.10 Employee Standards of Conduct

A. The Agency has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:

1. Use or possession of drugs or alcohol;
2. Possession of firearms;
3. Smoking in Agency buildings;
4. Harassment (Sexual, racial or otherwise) or intimidation of any member of the University community;
5. Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
6. Unauthorized use of Agency vehicles, equipment or property;
7. Use of University telephones for personal business;
8. Removal or theft of University property;
9. Unauthorized duplication or possession of University keys;
10. Transfer of personal identification card or of parking pass to unauthorized personnel;
11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
12. Interference with the work of other employees;
13. Work attire other than the specified uniform;

14. Loud, vulgar behavior or the use of profanity;

B. The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required to protect the health, safety and welfare of the university community.

2.11 Additional Terms and Service Rates

Payment: All payments made by the State of Connecticut to the Contractor will be after service has been performed. Vendor shall include hourly service rates in their proposal for both scheduled service (repair work other than preventative maintenance/semi-annual service) and emergency service. Labor rates shall be based on hours worked on the University's campus only. No travel time, vehicles expense charges, fuel surcharges, or any other miscellaneous expenses are allowed in the billable rates for extra hourly services. For emergencies, as defined by WCSU, service must be available 24/7/365 and on campus within 2 hours of notification.

Preventative maintenance costs shall be fixed costs broken down to unit and type of service (basic/advanced/advanced +2 year/1000 hour). The annual prices for preventative maintenance must include anticipated costs for fuel, air and oil filters, lubricating oils, coolant, hoses, and belts. The awarded vendor shall not invoice for these materials.

Prices quoted must be firm fixed for the first 2 years and years 3 and 4 shall be negotiated. Labor increases shall not exceed 5% for the two optional years. All quoted labor rates will remain in effect for the life of this contract period (two years). CPI will allow for increase in the 3rd and 4th years of this contract.

2.12 Required Reports (online or written)

Work tickets or a report must be faxed or emailed for each service call. This report must include:

- 1: Date of service
- 2: Reason for service
- 3: Type of service provided
- 4: Listing of parts replaced or repaired

Preventative maintenance reports are required indicating the following information per generator/fire pump:

- 1: Date of service
- 2: Reason for service
- 3: Type of service provided
- 4: Listing of parts replaced or repaired

2.13 Award of Contract

- A. In awarding the contract, the Agency may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, and financial standing of the bidder. The Contractor will be expected to have satisfactorily serviced and maintained facilities of the grade and type to be serviced under these specifications. Inability of a bidder to meet the requirements specified herein may be cause for rejection of their bid. The Agency intends to award this contract to one primary Contractor. WCSU reserves the right to request references from the bidding company
- B. The Contractor shall employ an ample workforce and provide a plant of sufficient capacity to insure the performance of necessary maintenance work within a reasonable time.
- C. The Contractor shall give the work a proper amount of his personal supervision and shall assign to this work a competent service engineer who will be responsible for the monitoring of all work performed. WCSU reserves the right to request a change in technician assigned to service the account should WCSU conclude the technician is not performing at a service level acceptable to the University.
- D. The Contractor shall take particular care in the performance of his work in order to prevent any defacement not only to his work and the generators/fire pumps being serviced, but also to other fixtures and property. Any damage caused by the Contractor in the performance of his work shall be made good to the satisfaction of the Agency and at the Contractor's own expense. The Contractor shall perform his work at such a time and manner as to cause the least interference with the operation of the various buildings for the purpose used and shall perform no work at a time not approved by the Agency Representative or his designee.
- E. Materials and Workmanship: All materials used shall be new and of the finest quality of its kind. All generators/fire pumps shall be maintained in first class operative condition.

2.14 Accident Prevention

- A. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be eliminated.
- B. Compliance with Laws, Building Codes: Contractor shall comply with all applicable State Laws, Ordinances, Building and Construction Codes. Contractor shall pay all permits and licenses, inspection fees and charges of a similar nature. During any work at any time on state property, contractor personnel shall wear the appropriate protective equipment and gear.

2.15 Taxes

Purchases made by the State of Connecticut are exempt from the payment of Federal Excise Tax, Transportation Tax, and the Connecticut Sales and Use Tax, and such taxes must not be included in the bid price.

2.16 Environmental Sustainability

The contractor shall be responsible for disposing of his own regulated materials and all replaced parts, supplies, debris etc in accordance with all applicable federal, state and local laws. Where possible, contractor shall promote recycling, and properly label and containerize all electronics, lights, batteries and other items, in order to promote WCSU's Environmental Sustainability initiative and conform to the Universal waste regulations.

Section 3. Proposal Requirements

Proposer's response must include the following:

- Submission of proposal (1) original and (2) copies by October10 , at 2:30 to :
E. Boriss
181 White Street
Danbury CT 06810
- Insurance certificate demonstrating evidence of insurance.
- Notification to Bidders, Contract Compliance and EEO-1 forms. It is not sufficient to state that such forms are on file with the State of Connecticut.
- Form 1 "Gift and Campaign Contribution Certification".
- Form 5 "Consulting Agreement Affidavit".
- Vendor information as required in section 3.2 of RFP
- Statement of Bidders Qualifications

3.2 Vendor Information

A. Vendor Overview

Please provide the following:

- The Name and location of your company.
- The location of the office that will be serving WCSU.
- A brief general description of your business, including the primary line of business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?

B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Organization name and location
- Starting date of service
- Relevant volume statistics
- Contact name, title and telephone number

The references must be relevant to services performed in the last 36 months, and shall include their level of acceptance of those services.

3.3 Instructions to Vendors

- RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due.
- Vendor name and address must appear on the outside of the envelope, along with the sealed bid number 2015-ERB-0267 to ensure proper bid identification.
- Western Connecticut State University is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State. Such taxes must not be included in prices.
- The proposal must be signed by an authorized official of your organization. The proposal must also provide the name, title, address and telephone number for individuals with authority to negotiate and contractually bind the company or individuals. Please provide the name and phone number of the person to contact for the purpose of clarifying the proposal, and the name of a person to contact with authority to negotiate a contract.
- All proposals will be considered as binding upon the proposing vendor for 90 days after submission.

Section 4. Evaluation of Proposals

4.1 Evaluation: Each proposal will be evaluated against the following criteria to determine which vendor is most capable of implementing Western's requirements. The following criteria shall be considered in this evaluation:

Statement Of Bidders Qualifications:

Demonstrated ability and past experience to provide the equipment and services requested.

Customer References

Warranties and Service Plans

Understanding of the project and its purpose and scope, as evidenced by the proposed approach and level of effort.

Competitiveness of proposed cost

Compliance with state requirements as outlined in this document

The University reserves the right to request the proposing organizations to make a formal, oral presentation regarding the submitted proposal. Each vendor should be prepared to discuss and substantiate all areas of its proposal. The vendor will be responsible for all costs associated with the presentation.

4.2 The University reserves the right to accept or reject any and all proposals and to order or to not order any and all goods or services in this solicitation.

End of Section

Proposal Certification

Proposers – Please sign and submit this certification with your proposal.

Request for Proposal Number: 2015-ERB-0267

Description: Generator/Fire Pump Preventative Maintenance and Service

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 WCSU 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)

(e-mail address)

(signature)

(date)

(title)

STATEMENT OF BIDDER'S QUALIFICATIONS

This form will be used in assessing a Bidder's Qualification and will be used to determine if bid submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc., will be used in evaluating bids.

BIDDER'S NAME: _____

ADDRESS: _____

Number of year's company has been engaged in business under this name: _____ years.

List any contract awards to your company by the State of Connecticut within the last (3) years, THAT YOU ACTUALLY PERFORMED SERVICES AGAINST. Indicate which State Agency, and provide contract name and number, and the name and telephone number of the purchasing department administering the contract.

Contract No.	Contract Name	State Agency	Purchasing Dept	Telephone #/email

List other names your company uses: _____

List four completed projects similar in nature to this INVITATION TO BID, which demonstrates your company's ability to perform the required services.

Company Name and address	Telephone No.- email contact	Dollar Value

COMPANY NAME: _____

Size of Company or Corporation: Number of Employees: Full Time: _____ Part Time: _____

Total Asset Value: _____ Equipment Asset Value: _____

Owner/Operator: _____ Partnership: _____ Corporation: _____

Is your company registered with the Office of the Connecticut Secretary of State?

Yes _____ No _____ Registration Date if available _____

Please list any relevant certifications, Licenses, Registrations, etc., which qualify your company to meet the requirements of this bid.

(Please attach an additional sheet if necessary)

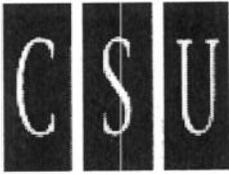
Please list any administrative actions either pending review by the State, or determinations that the State has made regarding your company or corporation. This should include court judgments, and pending suits by a State or Federal Court. Include in your statement a list of OSHA violations, and any actions or orders pending or resolved with any State Agency such as The Department of Consumer Protection, the Department of Environmental Protection, etc. Please detail this information on a separate sheet of paper. Such information should be for the last three (3) years.

I HEREBY CERTIFY THAT

ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE. _____

_____ Signature Date _____ Title

Connecticut State University System



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

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

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

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

C. Samples

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

D. Bonding Requirements / Guaranty or Surety

Not applicable to this RFQ

III. CONTRACT AWARD

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

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C and 14.
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 RFQ.

D. Delivery

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

E. Inspection and Tests

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

F. Advertising

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