



CONNECTICUT STATE
COLLEGES & UNIVERSITIES

BOARD OF REGENTS FOR HIGHER EDUCATION

**REQUEST FOR PROPOSALS
RFP BOR-1602**

Solar Photovoltaic System(s)

**Power Purchase and Licensing Agreement
for
Middlesex Community College (MXCC)
and/or
Western Connecticut State University (WCSU)**

ISSUE DATE: December 8, 2015
RFP NO: RFP-BOR-1602

DUE DATE: January 15, 2016
TIME: 2:00 p.m. (EST)

Proposals must be received by the due date and time to be considered

NON-MANDATORY PRE-PROPOSAL CONFERENCES:

**11:00am on Tuesday, December 15, 2015 at Middlesex Community College
and/or**

11:00am on Thursday, December 17, 2015 at Western Connecticut State University

Table of Contents

1. **RFP Purpose and Background**
2. **Instructions to Proposers**
3. **Scope and Specifications**
4. **Technical and Narrative Response**
5. **Evaluation of Proposals**
6. **Proposal Submission Requirements**
7. **General Instructions to Proposers**
8. **Rights Reserved to the CSCU System**
9. **Project Information Statement**
10. **RFP Attachments**

Attachment A - Contract Proposal

Attachment B - Gift and Campaign Contribution Certification

Attachment C - Consulting Agreement Affidavit

Attachment D - Affirmation of Receipt of State Ethics Laws Summary

Attachment E - Iran Certification Form

Attachment F - Nondiscrimination Certification Affidavit Form C

Attachment G - Commission on Human Rights and Opportunities Form

Attachment H - Contract Provisions

Attachment I – Proposal Submission Checklist

Attachment J – MXCC Site Plan

Attachment K – WCSU Existing Conditions Roof Plan

1. RFP PURPOSE AND BACKGROUND

1.1 ORGANIZATIONAL CONTEXT

The Connecticut State Colleges & Universities (CSCU) provide affordable, innovative and rigorous programs for students to achieve their personal and career goals as well as contribute to the economic growth of Connecticut. CSCU System is comprised of four state universities, 12 community colleges and one online state college. The total System includes 92,000 enrolled students and 15,000 graduates annually. For additional information, please visit our website: <http://www.ct.edu/>

This RFP is for multiple campuses within the CSCU System including Middlesex Community College (MXCC), located in Middletown, Connecticut and Western Connecticut State University (WCSU) located in Danbury, Connecticut (each also referred to as an “institution”).

1.2 PROJECT BACKGROUND

CSCU has a long-standing commitment to energy conservation and sustainability. Examples of this commitment include the purchasing of “Green Electricity” and constructing, utilizing and/or planning for modern central heat/steam generation plants, geothermal heating systems, photovoltaic solar panels, thermal glazing, increasing building insulation, LED lighting, light fixture re-lamping/ballast modifications and room occupancy sensors. Most new CSCU facilities and major building renovations are required to comply with LEED silver energy performance standards or equivalent. CSCU currently has seven (7) buildings certified to a level of LEED, including two (2) LEED Silver and ten (10) new facilities in the planning stage, or Final Closeout Phase, all LEED Silver or equivalent.

1.3 RFP PURPOSE

CSCU is requesting proposals from qualified developers (referred to within this document as “proposer” or “contractor”) to finance, design, install, operate, and maintain solar photovoltaic system(s) on building roofs and/or ground mount locations at WCSU and/or MXCC, and to sell the electricity output to the respective institution at which it is located. Proposer will be required to submit for the CSCU to Eversource’s ZREC Program.

The project delivery approach is commonly known as a “power purchase agreement” (PPA). The agreement will not be a “Lease” but a license agreement to put the photovoltaic support system (pedestals, etc.) on the roofs and ground of proposed locations. Proposer may submit for either or both projects. Proposals for each project must be submitted separately and will be evaluated separately. Contract award may not be to one proposer & may occur as two separate contracts.

2. INSTRUCTIONS TO PROPOSERS

2.1 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-Proposal Conference will be held at both project locations:

At 11:00am on Tuesday December 15, 2015 at MXCC. Proposers shall meet in Snow Hall, Conference Room 412.

and

At 11:00am on Thursday December 17, 2015 at WCSU. Proposers shall meet at the main entrance to the Midtown Campus Student Union building (west side of building)

The purpose of the Pre-Proposal Conferences will be to clarify the contents of this RFP in order to ensure a thorough understanding of each institution's requirements. The pre-proposal conference will provide a forum by which interested parties will have equal access to relevant site information prior to proposal submission, and an opportunity for questions, which will be recorded and published on the BOR website along with questions received by e-mail.

ATTENDANCE IS STRONGLY ENCOURAGED TO BOTH PRE-PROPOSAL CONFERENCES IF PROPOSER INTENDS TO SUBMIT FOR BOTH LOCATIONS. IF YOU ARE ONLY SUBMITTING A PROPOSAL FOR ONE LOCATION THEN ATTENDANCE AT JUST THAT LOCATION IS ACCEPTABLE.

Register in advance for the pre-proposal conferences. RSVP to Sharon Kromas via email at kromass@ct.edu with a copy to Douglas Ginsberg at ginsbergd@ct.edu no later than 12:00 Noon on December 14 of your plan to attend either or both pre-proposal conferences. Multiple representatives from each proposer team may attend, but the names and titles of all potential attendees should be included in the RSVP.

2.1.1 NON-MANDATORY FOLLOW UP SITE INSPECTION

Proposers are strongly encouraged to take advantage of the scheduled Follow Up Site Inspections on 12/22/15 to bring additional team members, take notes of existing site conditions, etc...

All site visits, including the visit on December 22nd and any additional visits must be coordinated in advance via email to Chris Dupuis, dupuisc@ct.edu with a copy to Sharon Kromas, kromass@ct.edu. Additional site visit requests outside of the 12/22/15 opportunity may not be granted. No site visit requests will be considered after January 5, 2016.

2.2 ISSUING OFFICE AND CSCU CONTACT

This RFP is being issued by the CSCU Real Estate, Facilities & Infrastructure Planning Department which is the only office authorized to change, modify, clarify, etc., the provisions of this RFP and to award any contract(s) resulting from the RFP.

The point of contact for administrative issues regarding this RFP is:

Sharon Kromas E-mail kromass@ct.edu
Associate for Contract Compliance and Procurement
Board of Regents for Higher Education
39 Woodland Street
Hartford, CT 06105

All questions related to this RFP must be submitted in writing via E-mail according to Section 2.5. All other questions will not be responded to.

2.3 PROJECT SCHEDULE

Issuance of RFP	December 8, 2015
MXCC Non-Mandatory Pre-Proposal Conference	11:00am, December 15, 2015
WCSU Non-Mandatory Pre-Proposal Conference	11:00am, December 17, 2015
MXCC Non-Mandatory Follow Up Site Inspection	9:30am, December 22, 2015
WCSU Non-Mandatory Follow Up Site Inspection	1:30pm, December 22, 2015
Deadline for Questions regarding RFP	2:00pm, January 6, 2016
Publication of Questions & Answers to website.....	on or before January 11, 2016
Proposal Due Date	2:00pm, January 15, 2016
Opening of Proposals (attendance non-mandatory ¹).....	2:15pm, January 15, 2016
Anticipated Contract Commencement	February 5, 2016
Anticipated Project Completion	November 30, 2016

Note: The above dates are subject to change at the discretion of CSCU

¹Attendance at the proposal opening is non-mandatory. There shall be no discussion of any proposals submitted.

2.4 PROPOSAL RECEIPT

Separate proposals must be submitted if you are submitting for both project locations

Proposals are to be addressed and delivered as follows:

5 original hardcopies and 2 USB Drives:

Sharon Kromas
Associate for Contract Compliance and Procurement
Board of Regents for Higher Education
39 Woodland Street
Hartford, CT 06105

Proposals shall be in a sealed envelope or package marked:

Name and Address of Proposer
RFP Title and Number BOR-1602
Date and Time Proposal Due
Project location: MXCC or WCSU

No telephone, email, or facsimile proposals will be considered. Proposals received after the time for closing will not be considered for this Bid. **The BOR is not responsible for delivery delays or errors by any type of delivery carrier.**

2.5 PROPOSER QUESTIONS

Proposers are expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, or omissions to the RFP, or if there are any questions as to any information provided in the RFP or by any other source, a request must be submitted via email for clarification, interpretation or correction by the date listed in Section 2.3 Project Schedule. Such inquiries must be directed to the CSCU Designee listed below.

Questions regarding this RFP must be submitted via email to Sharon Kromas, kromass@ct.edu with a copy to Douglas Ginsberg, ginsbergd@ct.edu on or before the deadline stated in Section 2.3, Project Schedule. Include the RFP #1602 and the Project Location(s) in the subject line

Questions with answers will be posted on the CSCU website, www.ct.edu/about/rfp as stated in Section 2.3. **It is the responsibility of proposers to visit the website to retrieve questions and answers.**

2.6 RESTRICTION ON COMMUNICATIONS

Except for the designated contact(s) listed above, Proposers are not permitted to communicate with College or University staff regarding this solicitation during the period between the Request for Proposal issue date and the announcement of awards, except during:

- The course of the non-mandatory Pre-Proposal Conference.
- The course of the non-mandatory Follow Up Site Inspections.

If a Proposer is found to be in violation of this provision, CSCU reserves the right to reject the bid.

2.7 PROPOSAL FORMAT AND REQUIRED SUBMITTALS

Proposers are to provide a written proposal addressing the full scope specified under this RFP. Separate proposal submissions are required for each project if you are submitting for both project locations.

Proposals shall be submitted in the following format. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. **An individual authorized to extend a formal proposal must sign all proposals.** If the proposer fails to provide any of the following information, CSCU may at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information. Proposals must include all of the elements listed, be clearly indexed and assembled (in accordance with the numbers and order listed below) and reference the corresponding RFP Sections and paragraphs.

1. Table of Contents - Proposals must include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Company Introduction and Management Overview - This section should present an introduction and general description of the company's background, nature of business activities, and experience in providing the required products and related services. This section should also provide a statement of the Proposer's understanding of the major objectives of the solicitation and the Proposer's approach to fulfilling CSCU requirements.
3. Technical Response as required by RFP Section 4, Technical and Narrative Response, inclusive of sections 4.1 through 4.11
4. Complete Proposal Submission Requirements, RFP Section 6
5. Completed Project Information Statement, RFP Section 9
6. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP including Section 4, Paragraph 4.8 and Attachment H, contract provisions
7. Identify any RFP Exceptions as described in Section 4.8
8. Supplementary Information and Additional Comments as desired

2.8 PROPOSAL MODIFICATIONS OR WITHDRAWAL

No modification of submitted proposals will be permitted in any form. Any proposal may be withdrawn prior to the time set for the receipt of proposals. No proposal shall be withdrawn for a period of (120) ninety calendar days thereafter.

2.9 PROPOSER REPRESENTATION

Each proposer, by submitting a proposal, represents that he/she has:

- Read and completely understands the RFP and associated documents.
- Based the proposal upon the requirements described in the RFP.

2.10 SIMPLICITY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Promotional materials are especially discouraged.

2.11 COMPLETE PROPOSALS

All proposals must be full and complete at the time of due date submission. Lack of compliance will be at the CSCU's sole discretion.

2.12 SPECIFICATIONS

Proposers are expected to meet or exceed the specifications in their entirety. Each proposal shall be in accordance with this specification. If products and/or services as proposed do not comply with specifications as written, proposer shall attach to proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that proposer proposed to meet all details of these specifications. Successful proposer delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful proposer shall be required to correct same at proposer's own expense.

2.13 AMENDMENTS TO RFP BEFORE DUE DATE

No individual is authorized to amend any part of this RFP in any respect, by an oral statement, or to make any representation of interpretation in conflict with provision of this RFP prior to the proposal submission date. However, if necessary, supplemental information in addenda form will be published on the CSCU website, www.ct.edu/about/rfp. **It is the responsibility of any potential proposer to visit this website to retrieve any addenda.** Failure of any Proposer to receive such addenda shall not relieve the Proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of this RFP.

2.14 FIRM PROPOSALS

All Proposals shall be firm and fixed for 120 days following the deadline for RFP submissions, or until a contract is signed which establishes future pricing/discounts, whichever comes first. The Proposer warrants that the prices offered herein are equal to or lower than those offered for equivalent quantities of products or services to similar institutional accounts. If Proposer offers a general price reduction that lowers the cost for any product or service below the cost provided in a resulting contract, the Proposer shall offer the appropriate cost reductions to CSCU.

3 SCOPE AND SPECIFICATIONS

The intent of these specifications is to describe our contract requirements for the furnishing and delivering of photovoltaic systems under power purchase and licensing agreements between both parties.

3.1 SOLAR PROJECTS

At MXCC, a ground mounted photovoltaic system is being considered for installation within the approximate 15,000-sf footprint shown in the figure below.

- It is anticipated that a nominal 100KW DC (not to exceed capacity) ground mounted PV system shall be configured for grid interactive tie-in with Eversource.
- The point of connection (POC) shall be determined by the developer. The nearest campus building is the Central Plant building.
- Upon approval of CSCU, the proposed system should fit within the limits shown on the image below which is a 150' x 100' area. A more detailed site plan is included in Section 10, Attachment J.

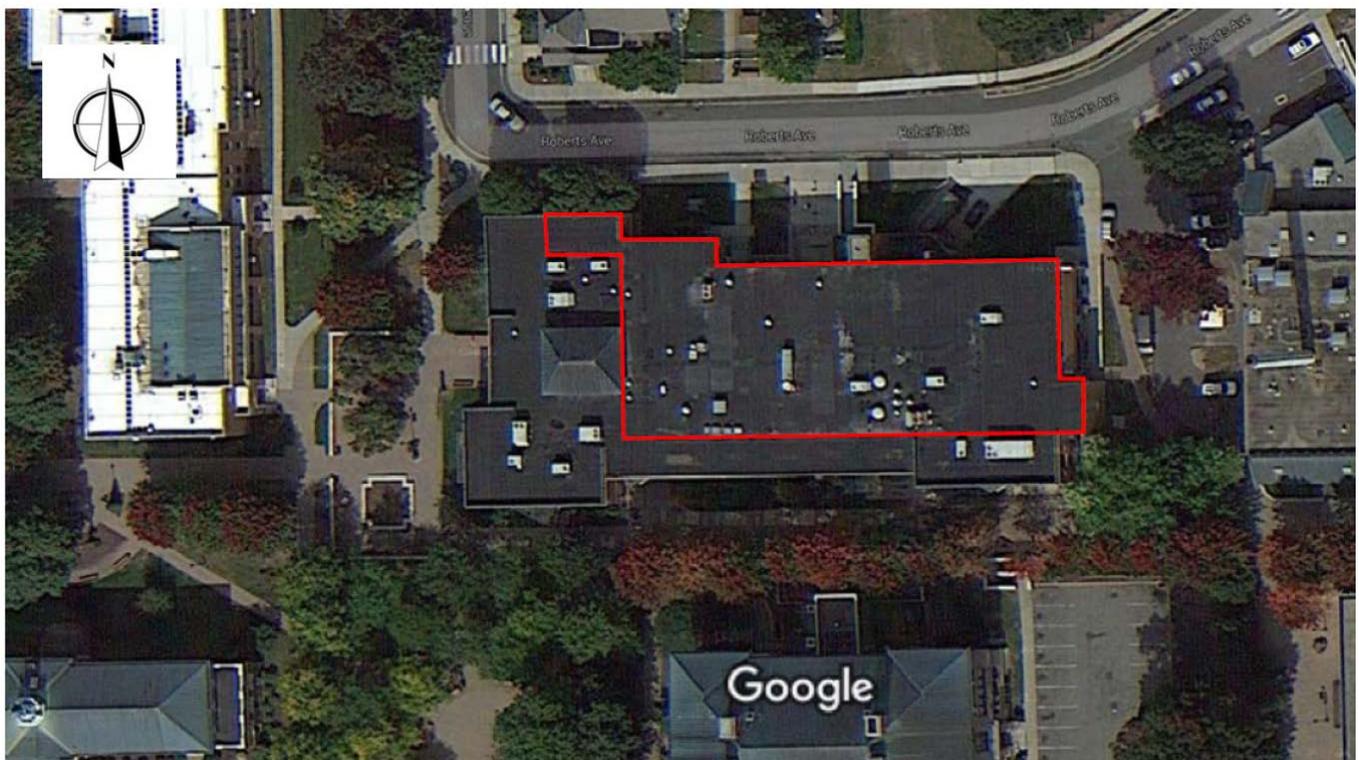
Google Maps



Imagery ©2015 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2015 Google 100 ft

At WCSU, a roof mounted photovoltaic system is being considered for installation on the roof of the Midtown Student Center building. WCSU has previously investigated this application. A fully designed system (with FM Global and OSBI approval) has already been completed by Armm Architects Associates, Inc. of Cherry Hill, NJ from a previously bid, but not constructed project. You are welcome to contact them for potential purchase/use of their design. The following planning assumptions are provided for your convenience:

- It is anticipated that a nominal 60KW DC STC rated roof-top PV system shall be configured for grid interactive tie-in with Eversource at 208 volt, 3 phase, 60 hertz.
- An independent structural engineering analysis has confirmed that the available reserve deadload capacity is 9-lbs per sf for each individual roof area. The additional load represented by the system must be adequately supported by the existing structure.
- The point of connection (POC) with Eversource shall be at the supply side of an existing 2500 amp main circuit breaker (service main disconnecting means) in compliance with NEC 690.64(A).
- Upon approval of CSCU, the proposed system should fit within the limits shown on the image below.



Map data ©2015 Google

A copy of the WCSU Student Union Existing Conditions Roof Plan is provided in Section 10, Attachment K for your convenience.

3.2 GENERAL SCOPE AND SPECIFICATIONS

3.2.1 Scope shall include a “turnkey” system that includes all engineering, design, materials, labor, equipment, electric panels, breakers, services, permits, approvals, taxes, financing, procurement, installation, construction, operation, maintenance, monitoring, billing, and incidentals necessary to install, operate and maintain a complete solar photovoltaic generation system as specified hereinafter, and including, but not limited to, the work included in this RFP. Any/All existing facility structural enhancements and roof modifications required for a code compliant installation and to protect the facilities integrity are to be included within the “turnkey” system.

3.2.2 The Proposer will be responsible for the delivery of electricity to the institution under a long term power purchase agreement. Each institution intends to contract separately for production from the project site for up to 20-year contract term.

3.2.3 At a minimum, the system shall consist of the supply and installation of a solar photovoltaic generation system, mounting structure, terminal and combiner box(es), quick-connect electrical connectors, conduit, DC wiring, DC disconnect, grid-connected inverter, AC disconnect, AC wiring, all metering equipment, a system monitoring and data retrieval system, and everything necessary to interconnect with each institution’s electrical distribution system.

3.2.4 Each

Proposer is responsible for ascertaining relevant site conditions and making their own findings as to site conditions and appropriate system size during the site visits.

3.2.5 The selected Proposer shall prepare and submit all of the required incentive paperwork and reporting in support of any potential incentives available from State of Connecticut energy programs/initiatives. Unless otherwise noted, all incentives shall be received by the Proposer.

3.2.6 All current Connecticut Building Codes including, but not limited to the Connecticut Department of Energy and Environmental Protection standards and regulations, and all other applicable codes shall apply. Any Solar Photovoltaic Installation Guidelines issued by the Office of the State Building Inspector (OSBI) shall apply. The system shall be designed to meet all applicable Local, State, and Federal seismic and wind-load requirements. Please note, however, project construction is not subject to permitting or inspection by the City of Middletown, County of Middlesex nor by the City of Danbury, County of Fairfield. OSBI and CSCU will review the design documents before authorizing construction documents, and review construction documents and specifications of the project and shall inspect the installation of the system for compliance and code issues.

3.2.7 The solar photovoltaic generation system or system installation activities shall not negate or invalidate any existing roof warranties on any of the building roofs on which the system is installed. The roof was recently replaced on the WCSU Midtown Student Union, however, a copy of the written warranty is not available at the time of this RFP issuance. All roofing modifications must be completed by the original roofing contractor, Beaulieu Company, LLC of Manchester, CT 860-647-8589, in order to maintain the integrity of the soon to be issued roof warranty. A copy of the written roof warranty will be made available to the successful proposer after receipt of the written warranty by WCSU.

3.2.7.1 Should any of the roofing warranties be negated and / or invalidated by the solar photovoltaic generation system and / or the work done to install the photovoltaic generation system, the selected Proposer shall provide a new warranty for the affected roof(s) at no cost to the institution.

3.2.8 The selected Proposer shall ensure that the integrity of the roofing systems will remain intact. Any damages caused by the installation or use of the solar photovoltaic generation system to any of the roofing materials of any project building, shall be repaired or replaced at no cost to the institution by the selected proposer.

3.2.9 The panel installation design documents will require approval from the States' Insurance provider, F.M. Global (or current provider at the time of submission). Compliance with F.M. Global is to be included as part of this "turnkey" project. Some of the F.M. Global requirements include but are not limited to:

1. Stamped and sealed structural design calculations must be provided by a CT licensed professional engineer. Said design calculations shall include load analyses of all system components (modules, racking/frame, supports, posts, etc). A minimum safety factor of 2.0 shall be required.
2. Uplift calculations for the system shall be based upon the latest approved edition of SEAOC PV2 "Wind loads on low profile solar photovoltaic systems on flat roofs". The use of boundary layer wind tunnel testing to determine uplift resistance requirements shall only be acceptable provided the resultant uplift pressures are not less than 65% of the calculated pressures from SEAOC PV2. Minimum system setbacks from roof edges shall be determined in accordance with SEAOC PV2.
3. Design wind speed and surface roughness exposure shall be based upon the latest approved edition of FM Global property loss prevention data sheet 1-28 "Wind Design".
4. Snow load values shall be equal to or greater than those outlined in the latest approved edition of FM Global property loss prevention data sheet 1-54 "Roof Loads".
5. The system shall pass hail testing per the latest approved edition of ANSI FM 4473 "Test standard for impact resistance testing of rigid roofing materials by impacting with freezer ice balls"; Class 2, 3 or 4. Similar tests such as UL 1703, UL 2218, ASTM E 1038, and ASTM E 822 could be considered acceptable depending upon the results thereof. A minimum 1-1/2" diameter simulated hailstone is required. Test results shall be submitted for review and comment by FM Global.
6. System components shall not incorporate significant plastics in their manufacture.
7. Electrical wiring shall not be installed within rib openings of steel decking, or within the plane of above-deck components.
8. Ground fault protective devices specifically designed for a roof-mounted PV array system shall be provided in accordance with the 2005 National Electric Code (NEC/NFPA 70); Article 690 – Solar Photovoltaic Systems. **Paragraph 690.5 Ground-Fault Protection; Sub-Paragraphs (A) Ground-Fault Detection and Interruption, (B) Isolating Faulted Circuits, and (C) Labels and Markings** and 2009 Connecticut Supplement.
9. PV array source circuit (string) wiring shall be custom lengths of RHW-2/Use-2 Cable for wiring solar panels (Modules) with junction box connectors; #10 AWG copper with 7-strands; black, 600V (UL listed) sunlight resistant insulation.
10. DC output circuit wiring and AC feeders shall comprise stranded copper conductors with UL dual-listed THWN-2/THHN insulation. Installed in raceways. All wiring shall be heat, moisture, gasoline and oil resistant. Black insulation for sizes AWG #2 and larger shall additionally be sunlight resistant.

11. Raceway expansion fittings shall be provided to allow for thermal expansion and contraction (due to extreme temperature fluctuations) in accordance with the 2008 or 2011 (latest adopted edition) of the National Electric Code (NEC/NFPA 70); Article 300 – Wiring Methods; Paragraph 300.7 Raceways Exposed To Different Temperatures; Sub-Paragraph (B) Expansion Fittings. Also Article 352 – Rigid Polyvinyl Chloride Conduit: Type PVC; Paragraph 352.44 Expansion Fittings.

3.3 SOLAR PHOTOVOLTAIC GENERATION SYSTEM DESIGN

3.3.1 The solar photovoltaic systems will be installed on the ground and the building roof locations identified in Section 3.1.

3.3.2 The systems shall be interconnected to MXCC and WCSU electricity distribution systems respectively. Proposers should include all equipment required for interconnection in the proposal. Supplier to suggest the most feasible connection option provided they meet all applicable design, metering and connectivity requirements. The project must include all equipment and modifications to the existing campus distribution systems to accommodate the photovoltaic systems.

3.3.3 While the distribution system is owned by institutions, the interconnection must comply with all metering and interconnection standards including public utility requirements. The proposed system must include all provisions to provide safe, reliable power that is fully integrated with the campus distribution system.

3.3.4 Any necessary upgrades or modifications to the existing main electrical panels or new panels as required for the proper operation of the solar photovoltaic system shall be included.

3.3.5 Major electrical components, including the inverter, isolation transformer, and metering shall be installed in enclosures.

3.3.6 A system monitoring and data retrieval system shall be furnished and installed, integrated to the campus energy management control system (EMCS)/building management system (BMS).

3.3.7 Structural engineering analysis and documentation (stamped and signed by a Structural Engineer registered in the State of Connecticut) shall be provided certifying that the solar photovoltaic system can support any loads resulting from local applicable seismic and wind-load activity in addition the facilities structural integrity can support the revised roof loading.

3.3.8 The project design will be reviewed by CSCU System Office, MXCC and WCSU. The seismic component of the design will also be subject to a peer review, which will be arranged and funded by CSCU. Plans must be approved by the State Fire Marshal and DCS, Office of the State Building Official and FM Global. CSCU staff will assist in taking the design through any required review.

3.4 MATERIALS

3.4.1 General

3.4.1.1 All aspects of construction shall meet the more stringent of Federal, State, and Local building codes.

3.4.1.2 All components shall be new and direct from the respective manufacturer; used or refurbished materials are not permitted.

3.4.1.3 Materials shall be designed to withstand year-round temperatures and conditions to which they are exposed (sunlight, heat, rain, cold, etc.).

3.4.1.4 All PV systems structural components shall be designed in a manner commensurate with attaining a minimum 30 year design life.

3.4.1.5 All required disconnect and over-current protection devices shall be included in the system and accessible for maintenance.

3.4.1.6 All systems shall include all equipment necessary to interconnect with the utility and meet all of the utility's requirements for protection equipment, etc.

3.4.2 Modules

3.4.2.1 PV modules specified must conform to any Connecticut Department of Energy & Environmental Protection's regulations/requirements and must qualify for eligibility under any State of Connecticut Solar Initiatives.

3.4.2.2 System must comply with IEEE 1262 "Recommended Practice for Qualifications of Photovoltaic Modules."

3.4.2.3 Modules shall use crystalline silicon technology. Thin film/amorphous technologies will not be allowed.

3.4.2.4 The solar module manufacturer shall provide a warranty on the solar modules for the duration of this agreement rated with at least 80 percent power output guaranteed over 25 years.

3.4.2.5 The solar module manufacturer shall confirm that the warranty applies on an "as installed basis," i.e., it will confirm the panels were installed according to its requirements and specifications for installation.

3.4.3 Mounts

3.4.3.1 Photovoltaic mounts for systems on roofs must not require penetrating the roof.

3.4.4 Electric Power Requirements:

3.4.4.1 Power provided must be compatible with the onsite distribution system.

3.4.4.2 Power capacity should be measured at the inverter AC output using the PVUSA Test Conditions (PTC), i.e. 1,000 Watts/m² 20 degree C ambient temperature and wind speed of 1 m/s.

3.4.4.3 Systems must be designed and installed using UL or ETL listed components, including mounting systems

3.4.4.4 Modules must be certified to UL 1703 – “Flat-Plate Photovoltaic Modules and Panels”

3.4.4.5 Inverters must comply with the following requirements:

- IEEE 929-2000 – “Recommended Practice for Utility Interface of Photovoltaic Systems”
- UL 1741 – “Standard for Static Inverters and Charge Controllers for use in Photovoltaic Systems” listed on the CEC list of eligible inverters

3.4.4.6 All Balance of Systems (wiring, component, wiring, conduits, and connections) must be suited for conditions for which they are to be installed. Inverters shall be installed in all-weather enclosures (NEMA 4) suitable for exterior location. An interval data meter must be installed to measure the AC output of the inverter. This meter should be located in close proximity to the billing meter and in a location accessible to institution facilities personnel.

3.4.4.7 Interconnection must comply with “Rule 21” affecting the IOUs in Connecticut. Interconnection must be acceptable to the distribution utility. Licensee will assist the institutions in preparing and submitting appropriate interconnection agreements with the local utility company. This shall be done at no cost or liability to the institution.

3.4.5 Structural Requirements

3.4.5.1 All structures, including array structures, shall be designed to resist dead load, live load, plus wind and seismic loads to the geographic area.

3.4.5.2 Solar photovoltaic systems must be able to withstand wind speeds of at least 95 mph.

3.4.5.3 Thermal loads caused by fluctuations of component and ambient temperatures must be combined with all the above load combinations.

3.4.5.4 All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 30 year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.

3.4.5.5 The structural design should provide for easy and cost effective repair or replacement of the roof. Licensee shall expect to remove and replace roof mounted solar systems no more than one time per building during the contract period at no expense to the institution.

3.4.6 Metering

3.4.6.1 Revenue grade Interval Data Recording (IDR) meters shall be provided complete with industry standard telemetry for communication with Ethernet, cellular or other common output capabilities.

3.4.6.2 Meters must provide minimum 1-minute intervals.

3.4.6.3 Meters shall conform to any requirements of DEEP metering, programs, and all other applicable State and Federal incentive programs.

3.5 ENVIRONMENTAL PERMITTING

Proposers are responsible for any required environmental permitting process and should determine whether the project is subject to any DEEP environmental impact assessment/report.

3.6 PROJECT MANAGEMENT

Proposers are expected to provide a dedicated project manager who will guide the implementation of the project from contract execution through to operation. The institutions will expect regular meetings and sufficient documentation during the project implementation to verify progress against a schedule and to effectively identify and resolve issues during the implementation process. The Proposer's contractor must maintain qualified on-site project management/supervision whenever work is proceeding on site.

3.7 QUALITY ASSURANCE

3.7.1 All generating equipment shall be certified by Underwriter Laboratories (UL). The system shall be comprised of UL listed components or in cases where a UL listed component is not available; the component shall be listed by another OSHA recognized National Recognized Testing Laboratory (NRTL).

3.7.2 All installations shall meet or exceed Conn-OSHA requirements for safety and equipment access.

3.7.3 The design, construction, and finalized installation shall be completed in accordance with the latest applicable version of the National Electrical Code (NEC), Uniform Building Code (UBC), California Building Code (CBC), International Building Code (IBC), American Society of Civil Engineers (ASCE), American Society of Mechanical Engineers (ASME), American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), Underwriters Laboratory (UL), Institute of Electrical and Electronics Engineers (IEEE), American Concrete Institute (ACI), Connecticut Occupational Safety and Health (Conn-OSHA), all Federal, State, and Local construction and interconnections codes, and all other incentive and rebate programs.

3.7.4 Contractor shall submit to the institutions a copy of its quality assurance/quality control (QA/QC) plan for review not later than 45 days after contract execution for review and comment. The system shall be managed in accordance with the program. The QA/QC program shall include, but is not limited to, such procedures and systems as the following:

- All wire insulation testing—Megger testing or very low frequency testing
- Mechanical system— mounting structures
- Factory testing of inverters and transformers by the manufacturer
- PV source open-circuit measurements—VOC at combiner boxes
- Fuse tests
- Termination pull testing
- All visual inspections
- Grounding continuity testing
- Earth-ground resistivity testing

- PV module inspection and manufacturer documentation of factory test per the manufacturer's existing program
- Metering and instrumentation calibration testing
- Step-up transformer testing
- Inverter phase rotation and matching with utility if required
- Relay settings at the point of interconnection to institutions if required
- Other Contractor-prescribed procedures

All QA/QC testing procedures onsite shall be witnessed and documented by a qualified representative of Contractor. The institutions shall observe and witness QA/QC as necessary and at its discretion. A qualified engineer of Contractor or Designee, shall date and sign documentation indicating completion and acceptance of each onsite QA/QC test procedure.

3.8 PROPOSER / INSTALLER CONTRACTOR EXPERIENCE

The selected Proposer and/or any installer shall be licensed with the Connecticut Contractors State License Board to perform all phases of system construction, shall be approved by the equipment manufacturer to install each component and have no less than five (5) years experience installing similar systems. Additionally, any subcontractors shall be licensed by the Connecticut Contractors State License Board to perform any and all ancillary work that may be required, including but not limited to concrete, trenching, etc.

3.9 INSTALLATION

1. The Designee shall meet and confer with CSCU, MXCC and WCSU staff throughout the installation process (from design through final signoff) to ensure that the installed PV equipment and auxiliaries do not create problems for the operation and maintenance of MXCC's or WCSU's operations. At two points during the Contractor's design process, namely Preliminary Engineering, and Detail Engineering, the Contractor shall submit design documents to CSCU with sufficient information to allow CSCU to determine if the proposed design is compatible with campus operations. CSCU technical approvals will consist of PV equipment placement, interconnections with existing equipment and utilities, interface with existing conditions, verification that developer will obtain required approvals and inspections and permits, safe conditions and access to existing equipment are maintained, developers proposal appears practical and feasible. The Developer shall respond to all review comments made by CSCU. Installation shall not begin until the Detail Engineering documents are accepted by CSCU.
2. The Contractor shall provide a critical path schedule of the PV project. The critical path time schedule will include no fewer than the following major project phases. (The Contractor's construction activities shall adhere to the Project Schedule set forth in Section I of this RFP.)
 - a. Pre-construction:
 - (i) The Contractor shall obtain, at its expense, all permits and/or certificates required for installation and operation of the photovoltaic system(s); and

- (ii) The Contractor shall obtain all approvals from CSCU, Middlesex and third parties necessary for installation and operation of the PV Systems;
 - b. Delivery of the PV;
 - c. Installation of the PV; and
 - d. Complete PV testing and commissioning.
3. The Contractor will be solely responsible for all work, including but not limited to: (i) all professional fees, permits costs, and material and labor expenses related to the installation, commissioning, maintenance, operation and decommissioning of the PV System; and (ii) all auxiliary equipment required to provide a fully operational system that meets the requirements of this RFP.
4. The Contractor shall provide a measurement and verification (M&V) plan showing all associated instrumentation and data collection to CSCU for approval.

3.9.1 General

3.9.1.1 All safety, electric, building, and labor code requirements at the Federal, State, and Local levels shall be met.

3.9.1.2 The installation shall be completed per the Manufacturer's written installation manual.

3.9.1.3

3.9.1.4 All cables, conduit, exposed conductors, and electrical boxes shall be secured and supported according to code requirements.

3.9.1.5 All applicable environmental regulations shall be met.

3.9.1.6 The Supplier shall obtain all required approvals.

3.9.2 System Electrical

3.9.2.1 Electrical construction shall meet all Federal, State, and Local electric codes.

3.9.2.2 All outdoor panel enclosures shall be weatherproof and capable of surviving intact under the site environmental conditions.

3.9.2.3 All electrical/electronic equipment shall have surge and lightning protection. All electrical/electronic equipment and metal surfaces shall be properly grounded as required in the NEC and as required by the equipment manufacturer for protection of personnel and equipment due to fault.

3.9.2.4 Other technical codes that will apply include:

3.9.2.5 AMSE PTC 50 (solar PV performance)

- ANSI Z21.83 (solar PV performance and safety)
- NFPA 853 (solar PVs near buildings)
- NEPA 70 (electrical components)
- IEEE 1547 (interconnections)
- National Electrical Safety Code – ANSI C2 – 1999
- All applicable State Building Codes and requirements

3.9.3 Installation Standards

3.9.3.1 The Supplier shall obtain appropriate certifications from a Professional Engineer for all structural, seismic, building code, fire code, FM Global, and wind-loading requirements for the specific application and provide them as part of the post-installation package.

3.9.3.2 System installation shall conform to Manufacturers' installation manuals and approved project drawings and specifications.

3.9.3.3 Mounting hardware shall be compatible with the site considerations and environment.

3.9.4 Meters, Monitoring, And Data Acquisition System

3.9.4.1 The Supplier shall develop and provide a remote monitoring program that will allow the College to monitor the performance of the solar photovoltaic generation system in historical and real-time for the life of the equipment.

3.9.4.2 Meters shall be integrated to the institution's Energy Management Control System (EMCS)/BMS for the purposes of metering, monitoring and data collection of electricity production.

3.9.5 System Start-Up

3.9.5.1 All start-up and testing activities shall be witnessed by the institution's Project Manager, Construction Inspector, and/or other appropriate Designees.

3.9.5.2 The Supplier shall thoroughly inspect the installation to ensure compliance with all applicable safety regulations and requirements and obtain approval of institutional staff or Designee, prior to operation.

3.9.5.3 Start-up shall be per all manufacturers' instruction.

3.9.5.4 The system shall be started and tested in accordance with any regulations of the local utility and net metering programs.

3.9.5.5 Contractor shall supply the College with all manuals and/or handbooks (in printable electronic format) that provide, either in a single manual or handbook or collectively, complete operating and maintenance instructions (including inventories of spare parts and tools and parts lists with ordering instructions) for each major piece of equipment and system.

3.9.6 System Commissioning

Complete a system commissioning per the Specifications and equipment manufacturer's written instructions. System commissioning shall meet all requirements of utility and state rebate programs. Contractor shall provide the proposed commissioning and startup plan for the installation. Contractor shall coordinate with the institution to develop an acceptable commissioning plan that includes a checkout and startup procedure.

This work will assure that:

- Systems are activated in a manner that is safe for personnel as well as for the equipment;
- Contractor work is complete and according to the contract documents;
- Systems perform as required by the contract documents and are ready to be turned over to the institution.

As the construction and installation of the systems nears completion, Contractor shall prepare punch lists and conduct system walk-downs, sub-system and system checkouts, startups, testing, and turnovers.

The final approved Acceptance Test and Commissioning Procedures shall, at minimum, include the following:

- Safety plan during startup and commissioning
- Review of all QA/QC testing on the DC and AC sides of inverters
- Detailed procedure for PV System startup, including switching sequencing
- Confirm testing and energizing inverters in conformance with manufacturer's recommended procedures; note operating voltages; and confirm inverter is performing as expected
- Under full sun conditions, and after at least 15 minutes of operation, taking and recording
- PV System operating data—such as but not limited to MWDC, MWAC, VDC, VAC, IDC, IAC, Solar Radiation, etc.
- Testing the system control and monitoring system to verify that it is performing correctly
- Testing the communication system for offsite monitoring
- Testing the installation of metering and protective relaying to verify they meet utility requirements
- Detailed procedure for interface and initialization with the grid
- Documentation of successful startup and commissioning procedure
- Written notification submitted by Contractor to University that the completion of Acceptance Testing and Commissioning has occurred

Upon successful completion of energizing and startup, the system will be considered operable. The system will then move to the Interim Operating Period where Contractor shall make the installations ready for Capacity Testing.

3.9.7 Final Installation and Commissioning Tasks

Contractor shall perform the following tasks without limitation prior to final acceptance by the College:

3.9.7.1 Identify punch-list items and provide timeline for completion. Contractor shall complete the items on the punch-list in accordance with the standards described herein, and as quickly as reasonably practical. Contractor shall coordinate with the institution regarding continued site access.

3.9.7.2 Conduct a final clean-up of the Site.

3.9.7.3 Remove all materials and equipment belonging to the Contractor or its subcontractor(s) from the site (other than equipment, supplies, and materials necessary or useful to the operation or maintenance of the site, and equipment, supplies, and materials directed by College to remain at the site).

3.9.7.4 Tear down and remove all temporary structures on the site built by Contractor or its subcontractors and restore such areas to a condition consistent with that of a newly constructed solar PV system, except as required by any provision of this Agreement.

3.9.7.5 Remove all waste, rubbish, and hazardous material from and around the site.

3.9.7.6 Provide College with copies of all O&M manuals and warranties for the installed systems.

3.9.7.7 Provide final as-built documents upon completion.

3.9.8 Interim Operating Period

Following successful completion of the startup and commissioning of the systems, the Contractor shall have a maximum of 45 days “Interim Operating Period” to resolve any operating issues. The College designated operating and maintenance team shall receive training regarding the systems during this period. After the successful execution of the Interim operating period, the Contractor shall perform a capacity test procedure to verify the rated output for the system. Contractor is not required to use the maximum 45 days, rather it is an allowance of time. For example, Contractor may be ready for capacity testing after 10 days.

3.10 FINAL ACCEPTANCE DATE

3.10.1 The institution shall determine when the system is working and acceptable per the specifications, scope, terms and conditions as specified by this RFP document and the resultant agreement.

3.10.2 At least 30 days before the expected Final Acceptance Date, selected proposer shall train the institution in the operation and recommended maintenance of the PV systems. It is expected that training will be provided for Facilities Maintenance staff and other interested institution personnel to promote understanding, monitoring, and maintenance of the system. A portion of this training shall specifically include how to properly and safely isolate the PV system from the existing institutionally owned and operated equipment and systems that the institutions will need to continue to maintain and service.

3.11 MAINTENANCE REPAIRS

3.11.1 The proposer shall be responsible for all maintenance and all repairs of the system. However, the institution does understand that some regular, maintenance and repair activity is required. The institution will provide access to the facilities interior, when needed, as soon as feasible but the Proposer should anticipate a minimum 24 hour notice to gain access for interior maintenance/repair work.

3.11.2 Selected proposer shall supply institution with all manuals and/or handbooks (in printable electronic format) that provide, either in a single manual or handbook or collectively, complete operating and maintenance instructions (including inventories of spare parts and tools and parts lists with ordering instructions) for each major piece of equipment and system that is a responsibility of the institution.

3.12 EMERGENCY SHUT-OFF TRAINING

Selected proposer will train the institution's Facilities Maintenance staff on how to perform emergency shut-off procedures.

4 TECHNICAL & NARRATIVE RESPONSE

4.1 TECHNICAL DESCRIPTION

Provide a technical description of the system. Information to be included in the description:

- Power capacity (DC kW) measured at the inverter(s) input
- Power capacity (AC kW) measured at the electrical interconnection point
- Total System efficiency
- Annual expected minimum output AC kWh production with a description of the estimation methodology used. This must be consistent with values provided in the price proposal.
- Output demand and energy data by month and time of use period. This level of output data is considered optional for Proposers but will be helpful to the Institutions in accurately assessing the value of the system.
- A description of the equipment deployed, including manufacturer, model number, efficiency, and warranty
- A description of the interconnection with the campus electricity distribution system
- A description of other balance of system components
- A description of the mounting and structural support systems for the system.
- Note that the aesthetic character of the mounting structure and overall system installation will be considered. Thus, the proposal should include enough information to assess the solution's aesthetic characteristics. Inclusion of photographs, photo simulations, material samples, and architectural elevations are required under this item. Please include the height of the proposed system. For the ground mount system, include all relevant details of the fencing system and components to be used to enclose and secure the PV system area. For the roof mounted system, include any and all required roof guards necessary along the perimeter of the proposed system.

4.2 PROJECT TEAM

Describe the proposed project team, including:

- Contact information for the lead of the proposal team, responsible for the response submittal. This person will be contacted with questions and communications regarding the RFP response.
- An organizational chart that includes all key project members. Members provided as part of the proposal shall be identified by name and title (and organization if required for clarity). The organization chart should include all components of the project including contract management, design, equipment sourcing, system integration, installation, financing, metering, and billing.
- A description of the roles and responsibilities for each team member.

4.3 PROJECT APPROACH

Give a detailed description of your approach to project delivery, including an overview of the project implementation process. This overview should describe specific implementation phases or steps that will be conducted to deliver the product.

4.4 PROJECT SCHEDULE

Provide a schedule for the project that includes major work streams and milestones. The format should be a list of project activities with start and end dates. Include a schedule section pertaining to each of the project locations.

4.5 MONITORING AND DATA PRESENTATION

Provide a description of the monitoring system for the project including:

- Monitoring systems – what systems will be included in the proposed system to monitor, diagnose, and track the solar photovoltaic output of the system.
- Access to and presentation of data.
- EMCS Integration – how monitoring data is integrated to the institution's building energy management and control system.

4.6 OPERATIONS AND MAINTENANCE

Provide a complete description of all operations and maintenance activities that will be provided for the system. Please:

- List and describe each maintenance activity
- Include the frequency at which the activity will be performed
- Identify any O&M activity that is required of College personnel
- Identify maintenance and repair costs that will not be covered in the proposal.

- Describe training that is included in the proposal.
- Provide warranty periods for any parts of the system if applicable.

4.7 PAST PROJECT EXPERIENCE

Provide a list of past projects completed by the proposed team that are similar in scope as that proposed. The description for each project/program should include:

- The project name
- Location
- Project size (total cost and project capacity in kW)
- Project delivery type – for example, provided for direct purchase or provided through a power purchase agreement
- Year completed
- Name of client contact and contact information
- Brief physical description of the project (equipment manufacturer, model, etc.)

4.8 TERMS AND CONDITIONS ACCEPTANCE AND EXCEPTIONS

Please indicate any exceptions to the RFP documents, including all exhibits. Also, please confirm acceptance of all remaining portions of the RFP including all exhibits, not identified as an exception.

- **Technical Exceptions:** The Proposer shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any product enhancements that could be made by the Proposer to satisfy those requirements.
- **General Exceptions:** The Proposer shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP, including the provisions of Attachment H, Contract Provisions. If the Proposer has no general exceptions to present, this fact should be stated in the Proposal.
- CSCU will not consider the submission of the Proposer's standard software license and maintenance agreements to be a presentation of exceptions. Every exception must be stated as such in the document mentioned above.
- Proposers are cautioned that if CSCU is unwilling or unable to approve a request for exception to the RFP requirements and the Proposer does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

Please indicate any known Middlesex Community College and Western Connecticut State University employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, so state.

4.9 PRICE PROPOSAL

Proposers should make the following assumptions as part of their pricing:

- Taxes on Solar Power Sales: Proposers shall assume that institution facilities will not pay property, city energy or utility user's tax on solar energy purchased or on proposers equipment.
- Renewable Energy Credits (RECs): The institutions would like to evaluate the option of maintaining Ownership of Renewable Energy Credits, Green Tags, or similar credits generally, "RECs" associated with the project. Pricing is requested separately in the case that the institutions were to maintain Ownership of RECs.
- Innovative Pricing Structures or Additional Pricing Information: Proposers should clearly and concisely outline and explain their proposed pricing structure to the institutions. The institutions will consider, contract terms that may include, but are not limited to, floor and ceiling prices, prices indexed to market or tariff rates, short and long term transactions, purchase and sale of renewable energy credits, and other provisions that will optimize the financial benefits to the institutions and ensure project viability for the Proposers. In any case, the institutions ask that Proposers provide a reasonable representation of the pricing in their proposal.

4.10 BILLING

Provide a description of the billing process. Please include:

- Options for bill access (mail, e-mail, on-line)
- A description of any true-up billing processes

4.11 FINANCING

1. The Proposer will be responsible for obtaining any federal tax credits and carbon offsets available to it.
2. It is presently anticipated that the term of the Energy Purchase Agreement to be negotiated and executed by the Proposer and the institution will be ten (10) years, with the option of two (2) consecutive five-year contract extension if agreed upon by the parties. However, CSCU realizes that the useful life of PV components vary depending upon the manufacturer. Accordingly, if a proposer determines that the anticipated contract term described in this section is not optimal, it may propose an alternate contract term of lesser or greater length (not to exceed a total base and extended contract length of twenty years). Any proposer proposing an alternate contract term should provide an explanation for its proposal.
3. The Proposer will be paid an agreed-upon fee by the institution on a monthly basis for electricity by operation of the PV systems. The amount of the monthly invoice will be stated by the Proposer within the "Project Information Statement."
4. The Proposer is encouraged to seek supplemental grant funding that will reduce the overall program cost to the institutions.

CSCU, MXCC and WCSU make no representations regarding the potential of any available grant funding. Neither CSCU, MXCC nor WCSU will provide information regarding the availability of grant funding or respond to questions asked regarding such funding.

4.12 PROPOSAL SUBMITTALS

The following submittals shall be provided with the proposal:

- Solar photovoltaic system layout, design documents and ground/roof plans.
- System description including dimensions, type of installation, product data sheets, single line electrical diagram, structural engineer certification.
- Description of the anchorage structures showing details of how the system will be anchored.
- System annual electricity output.
- A summary of all anticipated approvals that will be required for the proposed project.
- Schematic and preliminary designs
- Project implementation and completion schedule.
- Product description information
- Equipment details, descriptions, and specifications
- Equipment/system decommissioning plan

5. EVALUATION OF PROPOSALS

Proposals submitted for each project location will be evaluated independently. Proposals will be evaluated by a CSCU Committee against the following criteria:

5.1. EVALUATION OF PROPOSAL:

Twenty Five percent (25%) of the evaluation of submitted proposals will concern the strength of the financial commitment demonstrated by the proposal. Factors demonstrating the strength of the financial commitment include, but are not limited to:

- Examples of similar projects that include cost details, operating performance data and owner contract information;
- Experience, length of service providing similar projects
- Strength of funding commitment (funding commitment sources are to be identified);
- Project readiness (a shorter timeline for project implementation is preferred); and
- Schematic design, written project outline, and product information.

5.2. COST EFFECTIVENESS:

Seventy Five percent (75%) of the evaluation of submitted proposals will concern the cost-effectiveness of the project. Factors demonstrating cost-effectiveness include, but are not limited to:

- Minimum monthly kilowatt-hours of fuel cell electricity to be provided to MXCC/WCSU each month for twelve consecutive months; and
- Generation cost per each kilowatt-hour of electricity.

PROPOSALS FOR THE MXCC AND WCSU LOCATIONS WILL BE EVALUATED INDEPENDENTLY OF EACH OTHER. CSCU RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS IRRESPECTIVE OF SCORE.

6. PROPOSAL SUBMISSION REQUIREMENTS

6.1 Each proposer must provide the following information:

- **Complete, separate proposals must be submitted if proposing on both locations. Each proposal must be submitted in its own sealed envelope or package.**
- Provide information on its company, including a minimum of three (3) client references and any relevant certifications for similar installations
- The name, title, telephone number, and e-mail address of the appropriate person to contact concerning the proposal
- The location of the office that will be serving CSCU
- The number of years the proposing company has been in business under this name
- If the company is a subsidiary of another company, the name of the parent company
- Financial rating of the company, or other indicator of financial strength and stability
- Completed RFP Attachments A through G, inclusive
- Information on factory approved installers (if system is not installed by Proposer)

NOTE: Missing or non-notarized affidavits may result in proposal rejection. Be sure that all affidavits are completed and notarized. New affidavits must be submitted with a response to this RFP. Previously submitted affidavits may not be used to satisfy this requirement.

7. GENERAL INSTRUCTIONS TO PROPOSERS

7.1 GENERAL

- A. RFP responses must be submitted in sealed envelopes upon which must be written: (i) the proposer's name and address (ii) the RFP title and number (iii) the date and time the proposal is due (iv) The project location, either MXCC or WCSU. (Separate proposals are required for each project location if you are submitting for both).
- B. In order for its proposal to be considered, the proposer must answer all questions and supply all required materials.
- C. Because the State of Connecticut is exempt from the payment of state and federal excise, transportation, and sales taxes, such taxes must not be included in prices proposed.
- D. If the proposer is a business entity, an authorized official of the entity must sign the proposal and the proposal must include the names, titles, addresses, telephone numbers and e-mail addresses of individuals with authority to negotiate and contractually bind the entity.
- E. General Conditions:
 - 1. The State of Connecticut reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed until the date, time and place of public opening.
 - 2. The State of Connecticut reserves the right to make an award in whole or in part, and to contract with one or more proposers for services.
 - 3. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the federal government.
 - 4. All proposals submitted in response to this RFP will become the property of the State of Connecticut and subject to the provisions of Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(24) (The Connecticut Freedom of Information Act). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Firms should not require that their entire proposal, note the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete and any completed

contract will be considered public information. The Board of Regents has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Board of Regents have any liability for the disclosure of any documents or information in its possession which the Board of Regents believes are required to be disclosed pursuant to FOIA or other requirements of law.

4. Any proposal must be valid for a period of 120 days from the due date.
5. CSCU reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interests of CSCU to do so.
6. CSCU reserves the right to reject the proposal of any proposer who or which is in default of any prior contract or for misrepresentation.
7. CSCU reserves the right to correct inaccurate awards resulting from its clerical errors.
8. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
9. A proposer, if requested to do so, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in its proposal.
10. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the proposer's expense.
11. By responding, the proposer implicitly states that the proposal is not made in connection with any competing proposer submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSCU participated directly or indirectly in the preparation of the proposal.
12. The proposer shall bear all costs associated with its response to this RFP, including the costs of any presentations and/or demonstrations.
13. The proposal must include a summary of the proposer's affirmative action plan and a copy of the proposer's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 4-114a-3(10) requires agencies to consider the following factors when awarding a contract:

- a. The proposer's success in implementing an affirmative action plan

- b. The proposer's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
 - c. The proposer's promise to develop and implement a successful Affirmative Action Plan;
 - d. The proposer's submission of EE0-1 data indicating that the composition of its work force is at or nearby parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
 - e. The proposer's promise to set aside a portion of the contract for legitimate small contractors and minority enterprises.
14. The State 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 the State will be served thereby.

8. RIGHTS RESERVED TO CSCU SYSTEM

CSCU reserves the right to reject any and all proposals in whole or in part, award in part, award to multiple contractors, and waive technical defects, irregularities and omissions if, in its judgment, the best interest of CSCU is served. CSCU reserves the right to negotiate with any proposer prior to awarding a contract and to negotiate with the proposer to which an award is made the terms of the contract to be entered into between that proposer and CSCU.

CSCU reserves the right to negotiate a buyout of the PV system at any time during the contract duration and/or to negotiate additional extension(s) of the contract duration.

9. PROJECT INFORMATION STATEMENT

9.1 PROJECT INFORMATION STATEMENT FOR MIDDLESEX (MXCC)

1. Provide a brief description of the technology proposed to be used and value to Middlesex for that technology.
2. Discuss how and to what degree your proposal will technically benefit Middlesex.
3. Discuss how and to what degree your proposal will economically benefit Middlesex.
4. Describe maintenance needs and any projected down time required of the PV systems.
5. What is the service life of the PV system?
6. What is the system's electrical power output?
7. How does the system operate relative to the power grid?

8. What is the reliability record of the system?

9. What is the annual degradation of the system for each year of operation over a 25-year life? Provide annual % decrease and total expected system capacity at the 25-year milestone.

10. Explain the efficiency of a proposed PV panel.

11. The proposer will guarantee a PV availability rate of _____% that accounts for _____ total annual hours.

12. The PV system provided by the proposer will be capable of producing _____ kilowatts of power.

13. The proposer will provide no less than _____ kWh of electrical energy on a monthly basis at a nominal 480 Volts.

14. Annual cost to Middlesex:

- a. The proposer shall issue a single monthly invoice to Middlesex for all useable electricity supplied to Middlesex's from the PV system. No other payments will be made to the proposer. Respondent shall fill in the matrix boxes below (Table 9.1.14.a) for the total cost per kWh per year for each proposed contract year.

15. The proposal is contingent on the Proposer obtaining ZREC funds for each project. Since the proposal submission costs listed in item 14 of this section, "IX Project Information Statement," are contingent of supplemental funding that would be provided from the Eversource Small ZREC program then the proposer shall include in their proposal an assumed value of (\$70/REC) that will be submitted to the Small ZREC program. The final REC value will be adjusted at the time the Proposer submits for the CSU to reflect the published Small ZREC rate established by the program.

16. Discuss the proposed system decommissioning process and how the proposer will restore the site to its original conditions including the complete removal of all of system equipment including ancillary system components.

Table 9.1.14.a Cost of Electricity Per kWh – Middlesex (MXCC)

	Base Term Contract	Contract Extension One	Contract Extension Two
YEAR 1			
YEAR 2			
YEAR 3			
YEAR 4			
YEAR 5			
YEAR 6			
YEAR 7			
YEAR 8			
YEAR 9			
YEAR 10			
YEAR 11			
YEAR 12			
YEAR 13			
YEAR 14			
YEAR 15			
YEAR 16			
YEAR 17			
YEAR 18			
YEAR 19			
YEAR 20			
YEAR 21			
YEAR 22			
YEAR 23			
YEAR 24			
YEAR 25			

13. The proposer will provide no less than _____kWh of electrical energy on a monthly basis at a nominal 480 Volts.

14. Annual cost to Western:
 - a. The proposer shall issue a single monthly invoice to Western for all useable electricity supplied to Western’s infrastructure from the PV system. No other payments will be made to the proposer. Respondent shall fill in the matrix boxes below (Table 9.2.14.a) for the total cost per kWh per year for each proposed contract year.

15. The proposal is contingent on the Proposer obtaining ZREC funds for each project. Since the proposal submission costs listed in item 14 of this section, “IX Project Information Statement,” are contingent of supplemental funding that would be provided from the Eversource Small ZREC program then the proposer shall include in their proposal an assumed value of (\$70/REC) that will be submitted to the Small ZREC program. The final REC value will be adjusted at the time the Proposer submits for the CSCU to reflect the published Small ZREC rate established by the program.

16. Discuss the proposed system decommissioning process and how the proposer will restore the site to its original conditions including the complete removal of all of system equipment including ancillary system components.

Table 9.2.14.a Cost of Electricity Per kWh – Western (WCSU)

	Base Term Contract	Contract Extension One	Contract Extension Two
YEAR 1			
YEAR 2			
YEAR 3			
YEAR 4			
YEAR 5			
YEAR 6			
YEAR 7			
YEAR 8			
YEAR 9			
YEAR 10			
YEAR 11			
YEAR 12			
YEAR 13			
YEAR 14			
YEAR 15			
YEAR 16			
YEAR 17			
YEAR 18			
YEAR 19			
YEAR 20			
YEAR 21			
YEAR 22			
YEAR 23			
YEAR 24			
YEAR 25			

CONTRACT PROPOSAL

Board of Regents for Higher Education
 Finance Department
 39 Woodland Street
 Hartford, CT 06105-2337

THIS FORM MUST BE RETURNED WITH PROPOSAL

Please read carefully

RFP NUMBER	DATE OF OPENING	TIME OF OPENING	AMOUNT OF SURETY (if required)	DATE ISSUED
BOR-1602	January 15, 2016	2:15 P.M. E.S.T.	- None -	December 8, 2015
COMMODITY CLASS/SUBCLASS AND DESCRIPTION			PRE-PROPOSAL SITE VISIT:	
			12/15/15 at MXCC and 12/17/15 at WCSU	
CONTACT:		E-MAIL:		
Sharon Kromas		kromass@ct.edu		
FOR			CONTRACT PERIOD:	
Board of Regents for Higher Education			To be determined	

REQUEST FOR PROPOSAL

Pursuant to the provisions of Sections 10a-151b and 4-217 of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED by the Finance Department of the Board of Regents for Higher Education, for furnishing the services herein listed.

AFFIRMATION OF PROPOSER

The undersigned affirms and declares:

1. That this proposal is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
2. That should any part of this proposal be accepted in writing by the Board within one hundred twenty (120) calendar days from the date of opening unless an earlier date for acceptance is specified in proposal schedule, said proposer will furnish and deliver the commodities and / or services for which this proposal is made, at the rates offered and fee schedule proposed, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred twenty (120) days or an earlier date specified in proposal schedule, such award shall be conditioned upon proposer's acceptance.

PROPOSAL. The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the services to the state agency or state agencies named in the proposal at the prices proposed therein.

SIGNATURE WHEN PROPOSER IS AN INDIVIDUAL	TYPE OR PRINT NAME OF INDIVIDUAL			DOING BUSINESS AS (Trade Name)		
	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS PROPOSAL			SOCIAL SECURITY NUMBER		DATE EXECUTED
	TYPEWRITTEN NAME				TELEPHONE NUMBER	
SIGNATURE WHEN PROPOSER IS A FIRM	NAME (Type or print names of all partners)		TITLE	NAME		TITLE
	NAME		TITLE	NAME		TITLE
	DOING BUSINESS AS (Trade Name)			BUSINESS ADDRESS		STREET CITY STATE ZIP CODE
	WRITTEN SIGNATURE OF PARTNER SIGNING THIS PROPOSAL			F.E.I. NUMBER		DATE EXECUTED
	TYPEWRITTEN NAME				TELEPHONE NUMBER	
SIGNATURE WHEN PROPOSER IS A CORPORATION	FULL NAME OF CORPORATION					INCORPORATED IN WHAT STATE
	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE
	PRESIDENT		SECRETARY			TREASURER
	WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE CORPORATION					TITLE
	TYPEWRITTEN NAME			TELEPHONE NUMBER		DATE EXECUTED
FOR ALL PROPOSERS	NAME AND TITLE OF INDIVIDUAL TO CONTACT CONCERNING THE PROPOSAL			E-MAIL		TELEPHONE



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

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

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

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

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

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

Form fields for Consultant's Name and Title, Name of Firm, Start Date, End Date, Cost, and Description of Services Provided.

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

If YES: Name of Former State Agency, Termination Date of Employment

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

Form fields for Printed Name of Bidder or Contractor, Signature of Principal or Key Personnel, Date, and Awarding State Agency.

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

Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City State Zip

Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process. [] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; 2) "Respondent" means the person whose name is set forth at the beginning of this form; and 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



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

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(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 \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____ an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____
Name of State or Commonwealth I certify that

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

_____ and that _____
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

Printed Name

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

Commissioner of the Superior Court/
Public

Commission Expiration Date Notary

**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

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-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__</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes__ No__</p>
<p>Other Locations in Ct. (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

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

Yes__ No__

PART IV - Bidder Employment Information

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

(Page 5)

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

1. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said College, such services as the College requests, provided in this contract.

2. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the State Contracting Agency at reasonable times.

3. Assignment:

This contract shall not be assigned by either party without the express prior written consent of the other.

4. Confidential Information

- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.
- (b) For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

5. Family Educational Rights and Privacy Act (FERPA):

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

6. Claims Against The State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

7. Indemnification and Insurance:

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

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

8. Sovereign Immunity:

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

9. Contracting with State Employees or Related Family/Business:

Section 1-84 (i) of the Connecticut General Statutes prohibits the College to engage in contracts over \$100 with State employees and certain related family or businesses as defined by Sections 1-79 (b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:

C.G.S. § 1-84 (i) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

C.G.S. § 1-79 (b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his

immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

C.G.S. 1-79 (f) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.

10. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

11. Termination:

- (a) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may terminate the contract whenever the College makes a written determination that such termination is in the best interests of the State. The College shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The College shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the College for purposes of correspondence, or by hand delivery. Upon receiving the notice from the College, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all College all records. The records are deemed to be the property of the College and the Contractor shall deliver them to the College no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the College for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the College, the Contractor shall cease operations as the College directs in the notice, and take all actions that are necessary or appropriate, or that the College may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the College directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The College shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the College in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which

the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the College is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the College, the Contractor shall assign to the College, or any replacement Contractor which the College designates, all subcontracts, purchase orders and other commitments, deliver to the College all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the College may request.

- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the College may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the College.

12. Entire Agreement:

This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by College. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

13. Nondiscrimination:

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the 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 Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to

any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments

under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

14. Executive Orders:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

15. SEEC:

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

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including

any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state

government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

16. Summary of State Ethics Laws: Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

17. Whistleblower:

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

18. Disclosure of Records:

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

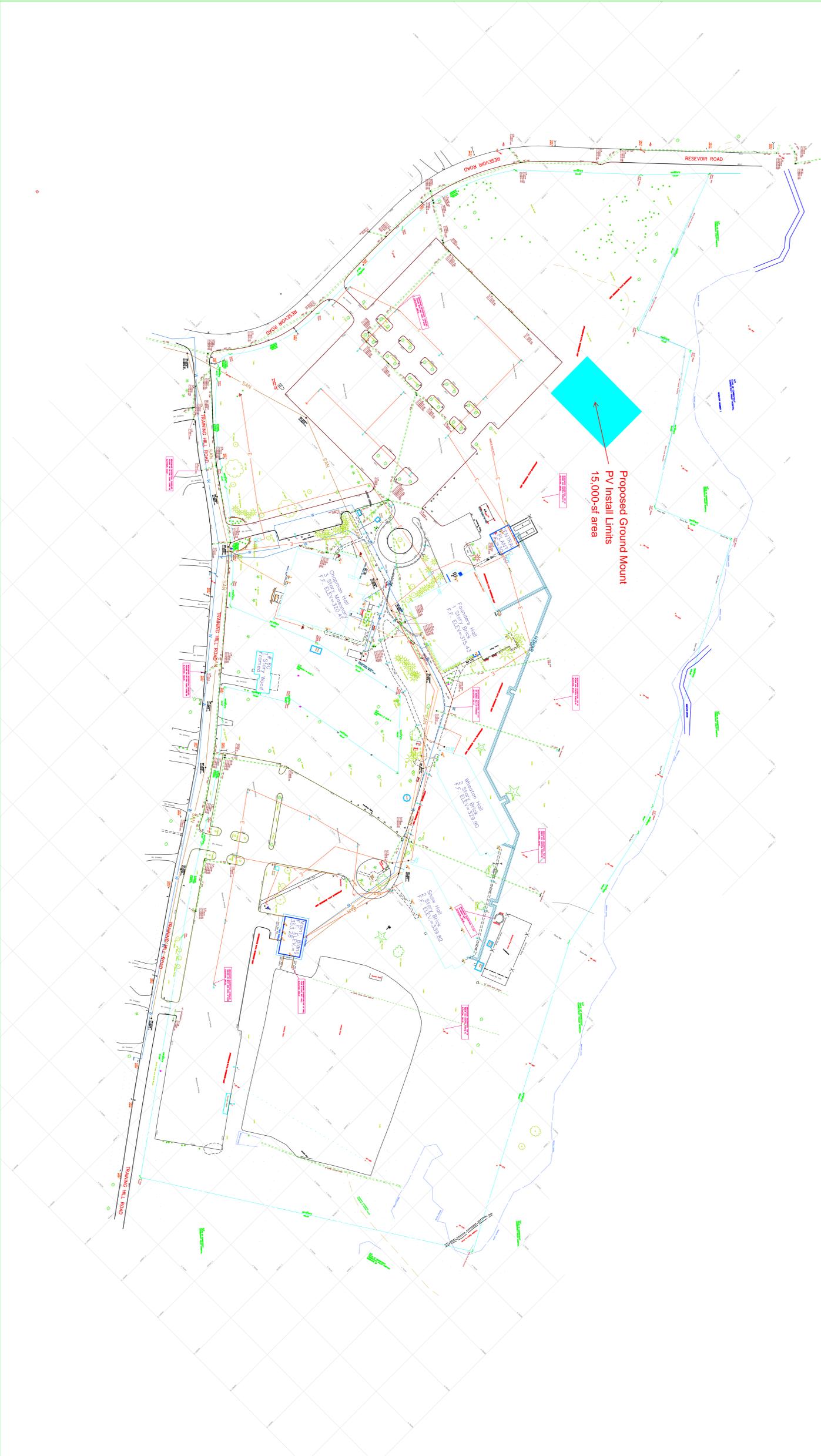
CONNECTICUT STATE COLLEGES & UNIVERSITIES
39 WOODLAND STREET
HARTFORD, CT 06105-2337

PROPOSAL SUBMISSION CHECK LIST

This form need not be returned with your proposal. It is suggested that you review and check off each action as you complete it.

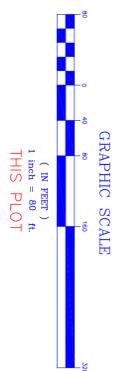
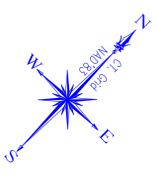
- ___1. The proposal includes all requested information and follows the format set forth in Section 2.7.
- ___2. The name, title, telephone number, and e-mail address of the appropriate person to contact concerning the proposal is clearly stated and easily identifiable.
- ___3. The prices you have offered have been reviewed and verified.
- ___4. If applicable, price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the evaluation.)
- ___5. Any technical or descriptive literature, drawings or samples that are required have been included with the proposal.
- ___6. The Contract Proposal, included as Attachment A, is complete and has been signed by a person duly authorized to sign on behalf of the firm or corporation.
- ___7. The forms included as Attachments B through G are completed, notarized when applicable, and included in the proposal package.
- ___8. The envelope(s) containing the proposal(s) are addressed to:
Sharon Kromas
Associate for Contract Compliance and Procurement
Board of Regents for Higher Education
39 Woodland Street
Hartford, CT 06105
- ___9. The outermost envelope containing the proposal has been clearly marked with the name and address of the proposer, RFP title and number, the date and time the proposal is due, and the Project Location (MCXX or WCSU).
- ___10. If multiple copies of the proposal are required, the original is clearly marked.
- ___11. The proposal has been mailed or hand-delivered in time to be received no later than the designated opening date and time.

Middlesex Community College Campus Site Plan



match mark see sheet SV.00

match mark see sheet SV.00



SHEET LAYOUT



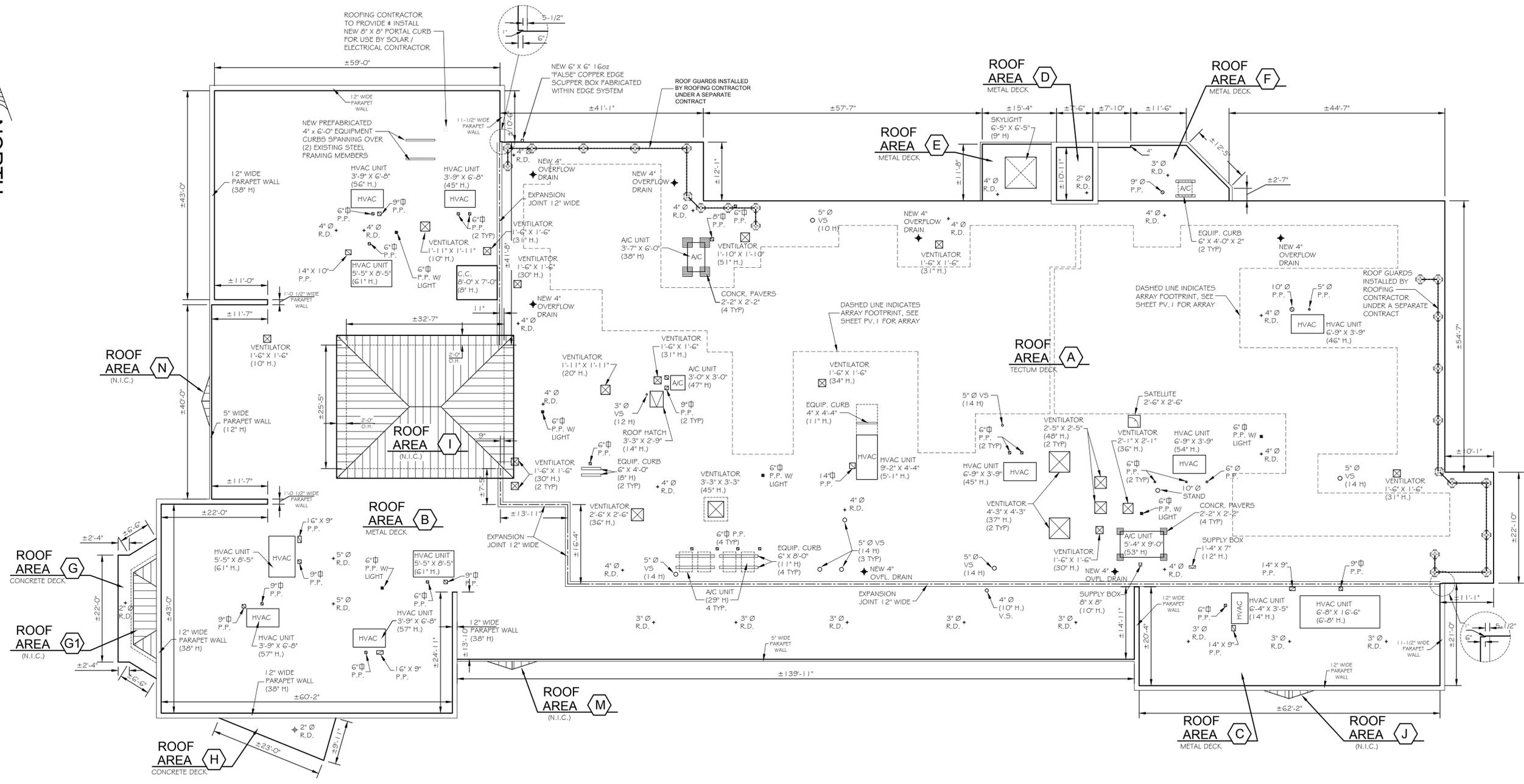
CAUTION: CALL BEFORE YOU DIG 1-800-922-4455

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS DEPICTED AND NOTED HEREON.

ANDREW D. TUPPER, P.L.S. No. 14205
PURCELL ASSOCIATES, GLASTONBURY, CONNECTICUT

DATE _____

DRAWING TITLE		DRAWINGS REVIEWED BY:	
TOPOGRAPHIC, UTILITY & BOUNDARY PLAN		PURCELL <small>CONSULTING ENGINEERS - ARCHITECTS - LANDSCAPE ARCHITECTS - SURVEYORS</small>	
NAME	DATE	DATE	SCALE
			1" = 80'
STATE OF CONNECTICUT Board of Trustees of Community - Technical Colleges		Middlesex Community College CAMPUS SURVEY Training Hill Road Middletown, CT PROJECT NO. B/C/C-41	
		DATE	SCALE
		11/11/2017	1" = 80'
		DRAWN BY	PROJECT NO.
		CAO	B/C/C-41
		CHECKED BY	
		ADT	
		DRAWING NO.	
		SV/01	



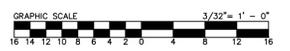
DRAWING LEGEND

- ROOF DRAIN
- VENTILATOR CURB
- 1/2" PER FOOT SLOPE
- EXISTING DECK SLOPE
- EQUIPMENT CURB
- EXPANSION JOINT
- PARAPET WALL
- GAVEL STOP
- VENT STACK
- PITCH POCKET
- SKYLIGHT
- AIR CONDENSER UNIT
- HVAC UNIT

EXISTING CONDITIONS ROOF PLAN

SCALE: 3/32" = 1'-0"

ANY WORK OR MATERIALS INCLUDED IN THE SPECIFICATION WITH A SIMILAR WORK ITEM OR MATERIAL OF A LESSER QUALITY INCLUDED ON THE DRAWINGS AND/OR VICE VERSA, THE MORE STRINGENT OR BETTER QUALITY WORK OR MATERIAL ITEM SHALL BE PERFORMED OR PROVIDED



drawing title EXISTING CONDITIONS ROOF PLAN			STATE OF CONNECTICUT DEPARTMENT OF CONSTRUCTION SERVICES	
REVISIONS			DRAWING PREPARED BY	
mark	date	description	ARM ASSOCIATES, INC. 725 KENILWORTH AVENUE CHERRY HILL, NEW JERSEY 08002	
1	10.04.13	DESIGN DEVELOPMENT 60%	project	
2	12.10.13	CONSTRUCTION DOCUMENTS 100%	SOLAR ELECTRIC DESIGN WESTERN CONNECTICUT STATE UNIVERSITY MIDTOWN STUDENT CENTER	
3	01.20.14	BID PHASE	approved by FJM	
4	03.26.14	DSBI COMMENT RESPONSE	drawing no.	
5	07.15.14	BID DOCUMENTS	G.3	
6	12.04.14	RE-BID DOCUMENTS	project no. BI-RD-276A	
CAD no. axh/box			date 10/07/13 scale 3/32"=1'-0"	