

**REQUEST FOR PROPOSAL NO. 2019-MRC-0011
CHILLER AND MAINTENANCE SERVICES**

Section 1. Administrative Overview

1.1 Introduction

This is a Request for Proposal (RFP) issued by Western Connecticut State University (hereinafter referred to as the "University") seeking proposals from experienced and qualified companies (hereinafter "Proposer" or "Bidder") to provide chiller maintenance services on the Midtown and Westside Campuses of Western Connecticut State University in Danbury, CT.

1.2 Authority

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

1.3 RFP Organization

This RFP is organized into the following sections:

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

Section 2, Scope of Work/Services Required -- Provides interested parties with a brief description of the University, the objectives of this RFP and a general description of the work involved and/or the required services.

Section 3, Proposal Requirements -- Describes the required format and content for the submission of proposals.

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

1.4 Submission of Questions

Contractors may submit questions via email to casem@wcsu.edu. The deadline for submission of questions is February 22, 2019. Any questions and their answers shall be published as an addendum as stipulated in section 1.8 not later than March 4, 2019.

1.5 Submission of Proposals

Contractors shall submit a clearly marked original plus two (2) copies of the proposal. Proposals shall be received by the University's Purchasing Department no later than March 27, 2019 at 2:30PM, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the award of the contract.

Proposals shall be delivered to:

Mark R. Case
Director – Administrative Services
Western Connecticut State University
University Hall
181 White St.
Danbury, CT 06810

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

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

RFP 2019-MRC-0011 Chiller Maintenance Services submitted by (Name of Contractor)

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

1.6 Costs for Proposal Preparation

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

1.7 Disqualification of Proposals

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

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

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The Contractor is debarred or suspended.

1.8 Addenda to this RFP

The University may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at www.das.state.ct.us. It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.9 Right to Withhold Awarding of Contract

Contractors are advised that the University reserves the right not to award or to not award a contract resulting from this solicitation.

1.10 Final Contract

The University shall not be responsible for work done, even in good faith, prior to the University's execution of a final contract with the Contractor.

1.11 Inspection of Proposals and Confidential Information

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as “confidential” in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

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

1.12 Contract Invalidation

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

1.13 Term of Contract

The term of any contract(s) issued as a result of this solicitation shall be for three (3) years. The University anticipates the term to commence on July 1, 2019 and conclude on June 30, 2022.

1.14 Fees

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

1.15 RFP Terms and Conditions

All proposals submitted under this RFP shall remain in effect for a period of one hundred eighty (180) days following the closing date to allow time for evaluation, approval, and award.

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The failure of any respondent to receive or examine any contract, document, form, addenda or to acquaint itself with conditions there existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into any subsequent contract.

1.16 Advertising

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

1.17 Immunity from Liability

Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from Proposer's activities involving third parties and arising from any contract resulting from this Request for Proposal.

1.18 Prevailing Law

The terms and provisions of this Request for Proposal, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Connecticut.

1.19 Sustainability and Green Campus Initiative

In the interest of supporting the University's initiative to reduce waste and extraneous use of natural resources, the University is requesting the following:

- All proposals should be submitted on two-sided recycled paper where possible.
- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should consider presenting peripheral information (i.e. company and service brochures) on CD or DVD where possible or practical.
- Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.

Section 2. Scope of Work

2.1 Background

Western Connecticut State University is one of four universities in the Connecticut State Colleges and Universities System. The University has two (2) campuses in Danbury, CT; the Midtown Campus located at 181 White St., Danbury, CT and the Westside Campus, 43 Lake Ave. Extension, Danbury, CT. For more information regarding Western Connecticut State University, please visit the University's website at www.wcsu.edu.

2.2 Objectives

The University is seeking to establish a contract for chiller preventative maintenance services for units on its Midtown and Westside Campuses. The service will be from July 1, 2019 – June 30, 2022.

2.3 Equipment to be covered under the maintenance and service program:

- (a) Two (2) Centrifugal Chillers (Ansell Building) R11 Units:
Model: 19DK55173CB, Serial #45142
Model: 19DK55173CB, Serial #45143

- (b) Three (3) Carrier Ecologic Chillers (Haas Library and Warner Hall):
Model: 30HXC106RZ-500AA, Serial #5098F89234
Model: 30HXC106RZ-500AA, Serial #1299F07848
Model: 30HXC106RZ-500AA, Serial #1299F07850

- (c) Two (2) Air Cooled Screw Compressor Chillers: (Pinney Hall and Newbury Hall)
One (1) McQuay Model #ALS425A Air Cooled Screw Compressor (Pinney Hall)
One (1) McQuay Model AG2100BS12-ER11 Air Cooled Screw Compressor (Newbury Hall).

- (d) One (1) York Millennium Screw Chiller #YCWSO200SB-46Y (Centennial Hall)

- (e) Three (3) Trane Chillers and two (2) Trane Refrigerant Monitors:
Trane Series R Contravac Chiller Model #RTHB (Westside Campus Center)
Trane Chiller Model #CVHF570 SER. #L04D01798 (Science Building)
Trane Chiller Model #CVHF570 SER. #L04D01800 (Science Building)
Trane Refrigerant Monitor TruSense SD RMWGCA1C serial LO4M05378
Trane Refrigerant Monitor TruSense SD RMWGCA1C serial LO4M05377

- (f) Two(2) McQuay Model #AGZ1303000061 Air Cooled packaged chiller (Visual and Performing Arts Center)
- (g) Two (2) Steam Humidifiers Carel UE090XM0U1
 Two (2) Steam Humidifiers Carel UE025XM0U1
 One (1) Steam Humidifier Carel UE130XM0U1
 Two (2) Steam Humidifiers Carel BL0T2D00H0 TCR 045
 One (1) Steam Humidifier Carel 154016P2 TCR 044

2.4 Preventative Maintenance and Service Specifications

2.4.1 Two (2) Carrier 19DK Centrifugal (Hermetic) – Single Compressor, low-pressure chiller.

The following scope of work outlines services to be performed on two (2) Carrier 19DK Centrifugal Chillers located at the Westside Campus Classroom Building (Ansell Building).
 **Note that the Westside Campus Classroom Building units are scheduled to be replaced during the Summer of 2019. Should this replacement occur, the new units would be added to the Chiller contract for the Summer of 2020.

Annual Preventative Maintenance

Annual preventative maintenance will be performed prior to May 15 of each year:

Entire Unit:

1. Notify the boiler room upon arrival (203)837-8329.
2. Take oil samples for analysis. Provide written report with recommendations.
3. Leak test machines in their entirety. Provide written report on leaks found, R11 used.
4. Check gauges/indicator lights for proper operation (replace if found defective).
5. Check refrigerant levels, verify by inspection readings and replenish as needed (University has up to 200 pounds stored onsite).
6. Change compressor oil cartridge (waste oil is the responsibility of University).
7. Replace oil filter.
8. Replace oil Volute filter/strainer.
9. Check compressor sump heaters. (Replace thermostats if required).
10. Check oil pressure and temperature. (Calibrate temperature to 140 degrees Fahrenheit).
11. Check/clean purge float chamber and replace float valve in purges.
12. Clean purge site glasses.
13. Check and calibrate controls, safeties, and starter interlocks.
14. Visually inspect contractors & starter contacts – tighten all electrical connections.
15. Perform controls test at start-up.
16. Meg motors, oil pump, and compressor and record readings.
17. Cleanup work area.
18. Document inspections with all readings, obtain signature by WCSU representative.
19. Provide written report with any recommendations.

Operating Inspections

Provide two (2) operating inspections to be performed during the months of June through September.

1. Notify the boiler room upon arrival. (203)837-8329.
2. Check general machine operation.
3. Check controls, power, and piping.
4. Check all safety/operating controls.
5. Check starter, wiring, and contacts.
6. Check all gages and indicator lights.
7. Check water flow.
8. Log all chill water, condenser water, pressures, & temperatures.
9. Log cooler refrigerant temperature & pressure.
10. Check and record oil level, color, supply pressure & sump temperature.
11. Check and record oil pump current.
12. Check purge operation.
13. Check for leaks.
14. Make equipment adjustments as required.
15. Make operation /control adjustments as required.
16. Clean-up work area.
17. Document inspection and obtain signature by University representative.
18. Provide a written report with any recommendations.

Replacement Parts:

All replacement parts, oil, gaskets, filters, and other expendable items, which are needed to accomplish the preceding scope of work, shall be supplied by the contractor and are included in the base price.

Labor:

Quoted prices shall include all factory qualified technician labor, material as outlined, supervision, transportation, and tools to complete the preceding scope of work.

Additional Work:

Any additional repairs, services, or parts required during the performance of the quoted work must have prior authorization by the University.

2.4.2 Three (3) Carrier Ecologic 30HXC Screw Chillers Water Cooled

Model: 30HXC106RZ-500AA, Serial #5098F89234 – Warner Hall

Model: 30HXC136RZ-530AA, Serial #1299F07848 – Haas Library

Model: 30HXC136RZ-530AA, Serial #1299F07850 – Haas Library

The following scope of work outlines services to be performed on (3) Carrier 30 HXC screw chillers located on the Midtown Campus.

Annual Preventative Maintenance

Annual preventative maintenance will be performed prior to May 15th of each year.

Scope:

1. Notify boiler room upon arrival. (203)837-8329.
2. Check all gauges and indicator lights for proper operation.
3. Leak test the entire unit.
4. Calibrate operating controls.
5. Inspect contactors and tighten all electrical connections.
6. Check starter wiring and contacts.
7. Calibrate flow switches/devices.
8. Replace internal compressor oil filters.
9. Replace external oil filters.
10. Meg compressor motor.
11. Take oil sample and analysis and provide written report.
12. Check refrigerant charge.
13. Replace PSIO Module batteries.
14. Check for refrigerant and oil leaks.
15. Check and record oil pump, suction, and discharge pressures.
16. Clean-up work area.
17. Document inspection and obtain signature by University representative.
18. Provide written report, with any recommendations.

Operating Inspection

Provide two (2) operating inspections to be performed during the months of June through September.

1. Notify the boiler room upon arrival. (203)837-8329
2. Check general machine operation.
3. Check controls, power, and piping.
4. Check all safety/operating controls.
5. Check starter, wiring, and contacts.
6. Check all gages and indicator lights.
7. Check water flow.
8. Log all chill water, condenser water, pressures, and temperatures.
9. Log cooler refrigerant temperature and pressure.
10. Check and record oil level, color, supply pressure, and sump temperature.
11. Check and record oil pump current.
12. Check purge operation.
13. Check for leaks.
14. Make equipment adjustments as required.
15. Make operation/control adjustments as required.
16. Clean-up work area.
17. Document inspection and obtain signature by University representative.
18. Provide a written report, with any recommendations.

Replacement Parts:

All replacement parts, oil, gaskets, filters, and other expendable items, which are needed to accomplish the preceding scope of work, shall be supplied by the Contractor and are included in the base price.

Labor:

Quoted prices shall include all labor, material as outlined, supervision, transportation, and tools to complete the preceding scope of work.

Additional Work:

Any additional repairs, services, or parts required during the performance of the quoted work must have prior authorization by the University.

2.4.3 Air Cooled Screw Compressor Chillers:

One (1) McQuay Model #ALS425A Air Cooled Screw Compressor (Pinney Hall)
One (1) McQuay Model AG2100BS12-ER11 Air Cooled Screw Compressor (Newbury Hall).

The following scope of work outlines services to be performed on (1) McQuay model ALS425A located at Pinney Hall and (1) McQuay model AG 2100BS12-ER11 located at Newbury Hall.

Annual Preventative Maintenance Inspection

Annual preventive maintenance will be performed prior to May 15th of each year. Scope:

1. Notify the boiler room upon arrival. (203)837-8329
2. Inspect for refrigerant and oil leaks.
3. Inspect vibration eliminators and water piping for leaks.
4. Check freeze protection, evaporator, and piping.
5. Check refrigerant in sight glass.
6. Check compressor oil presence in the sight glass.
7. Inspect and tighten all electrical connections.
8. Check relays and operating/safety controls.
9. Check crankcase heater operation.
10. Meg hermetic motor.
11. Check operation of electronic expansion valve.
12. Perform Micro tech check, log, and last fault analysis, analyze performance.
13. Check condenser coils.
14. Check condenser fan operation.
15. Document inspection, and obtain signature by University representative.
16. Provide a written report with any recommendations based on your inspection.

Operating Inspection

Provide two (2) operating inspections to be performed during the months of June through September.

1. Notify the boiler room upon arrival. (203)837-8329.
2. Inspect for refrigerant and oil leaks.
3. Inspect vibration eliminators and water piping for leaks.
4. Check freeze protection, evaporator, and piping.
5. Check refrigerant in sight glass.
6. Check compressor oil presence in sight glass.
7. Inspect and tighten all electrical connections.
8. Check relays and operating/safety controls.
9. Check crankcase heater operation.
10. Perform Micro tech check, log and last fault analysis, analyze performance.
11. Check condenser coils.
12. Check condenser fan operation.
13. Take and record readings on the unit.
14. Document inspection, and obtain signature by University representative.
15. Provide a written report with any recommendations based on your inspection.

Replacement Parts:

All replacement parts, oil, gaskets, filters, and other expendable items, which are needed to accomplish the preceding scope of work, shall be supplied by the contractor and are included in the base price.

Labor:

Quoted prices shall include all factory qualified technician labor, material as outlined, supervision, transportation, and tools to complete the preceding scope of work.

Additional Work:

Any additional repairs, services, or parts required during the performance of the quoted work must have prior authorization by the University.

2.4.4 One (1) York Millennium Screw Chiller Model #YCWS0200SB46Y Serial RBNM007639.

The following scope of work outlines services to be performed on Centennial Hall chiller.

Annual maintenance will be performed prior to May 15th of each year.

Annual Preventative Maintenance Inspection

1. Notify boiler room upon arrival. (203)837-8329.
2. Pump down each circuit and replace standard core driers.
3. Replace compressor internal oil filters.
4. Remove oil samples from each circuit for independent analysis and provide report.
5. Perform Meg test on each compressor and report findings.
6. Check evaporator and condenser flow switches.

7. Check microprocessor panel values to actual values.
8. Check all microprocessor electrical and component connections.
9. Check all starter electrical connections and contractors.
10. Leak check system entirely and report any leaks found.
11. Document inspection reading and obtain signature of University representative.
12. Provide a written report with any recommendations.

Operating Inspection

Provide two (2) operating inspections to be performed during the months June through September.

1. Notify boiler room upon arrival. (203)837-8329.
2. Check general operation of both circuits.
3. Check evaporator and condenser flows vs. design.
4. Check and verify all systems operating parameters.
5. Compare actual parameters to microprocessor.
6. Visually inspect electrical components for any deficiencies.
7. Leak check system in entirety and report any leaks.
8. Document inspection readings and obtain signature of University representative.
9. Provide written report with any recommendations.

Replacement Parts:

All replacement parts, oil, gaskets, filters, and other expendable items, which are needed to accomplish the preceding scope of work, shall be supplied by the contractor and are included in the base price.

Labor:

Quoted prices shall include all factory qualified technician labor, material as outlined, supervision, transportation, and tools to complete the preceding scope of work.

Additional Work:

Any additional repairs, services, or parts required during the performance of the quoted work must have prior authorization the University.

2.4.5 Trane Chillers and Refrigerant Monitors (TruSense SD)

2.4.5a One (1) Trane Series R Contravac Chiller Model #RTHB Series R™ RTHBFMG Serial U06A05544

The following scope of work outlines services to be performed on the Westside Campus Center chiller.

Annual preventive maintenance will be performed prior to May 15th of each year.

Annual Inspection

1. Notify Boiler room upon arrival. (203)837-8329.
2. Initial site inspection.
3. Review diagnostics.
4. Lock out tag out at main disconnect.

5. Control panel electrical inspection.
6. Electrical inspection - check all connections are tight.
7. Compressor starter inspection.
8. Meg compressor motor(s).
9. Take oil sample for analysis. Provide written report with any recommendations.
10. Rotary oil filter change.
11. Oil level check (screw machines) per circuit.
12. Oil level check (screw machines) with unit shutdown for season.
13. Leak Test (high pressure).
14. Remove lock out tag out at main disconnect.
15. Flow device check generic.
16. Flow/differential mechanical switch check.
17. Control panel calibration check.
18. Low temperature sensor calibration.
19. Pre-Start chiller check (standard).
20. Start Chiller – (generic).
21. Compressor Check (HeliRotor Compressors)
22. Document inspection and obtain signature by University representative.
23. Provide written report with any recommendations based on inspection.

Operating Inspection

Provide two (2) operating inspections to be performed during the months of June through September.

1. Notify Boiler room upon arrival. (203)837-8329.
2. Initial site inspection.
3. Review diagnostics.
4. Control panel electrical inspection.
5. Electrical inspection.
6. Compressor starter inspection.
7. Oil level check (screw machines) per circuit.
8. Check system for leaks.
9. Flow device check.
10. Flow/differential mechanical switch check.
11. Control panel calibration check.
12. Low temperature sensor calibration.
13. Compressor check (HeliRotor Compressors)
14. Document inspection with log readings; obtain signature by University representative.
15. Provide a written report with any recommendations based on inspection.

Replacement Parts:

All replacement parts, oil, gaskets, filters, and other expendable items which are needed to accomplish the preceding scope of work, shall be supplied by the contractor and are included in the base price.

Labor:

Quoted process shall include all factory qualified technician labor, material as outlined, supervision, transportation, and tools to complete the preceding scope of work.

Additional Work:

Any additional repairs, services, or parts required during the performance of the quoted work must have prior authorization by the University.

2.4.5b Trane Equipment:

Trane Chiller Model #CVHF570 SER, #L04D01798 (Science Building)

Trane Chiller Model #CVHF570 SER, #L04D01800 (Science Building)

Trane Refrigerant Monitor Tru Sense SD RMWGCA1C Serial LO4M05378

Trane Refrigerant Monitor Tru Sense SD RMWGCA1C Serial LO4M05377

The following scope of work outlines services to be performed on two (2) Trane Centrifugal Chillers, located in the Science Building on the Midtown Campus.

Annual preventive maintenance will be performed prior to May 15th of each year.

Annual Inspection and Start-Up

1. Notify Boiler Room upon arrival. (203)837-8329.
2. Initial site inspection.
3. Review diagnostics.
4. Review purge report.
5. Check oil level and temperature.
6. Provide oil analysis per circuit written report with any recommendations.
7. Lock out tag out units with potentially high or medium voltage starters.
8. Purge maintenance and operation.
9. Purge plus expiration date check (high performance).
10. Lubricate and test vane linkage w/o ending lock out tag out.
11. Check oil valve lubrication.
12. Change centrifugal oil filter.
13. Compressor starter inspection – centrifugal.
14. Starter maintenance and inspection – Rockwell AFDE.
15. Meg compressor motor with AFD.
16. Control panel electrical inspection – centrifugal.
17. Control panel calibration check.
18. Low temperature sensor calibration.
19. Drain rupture disc vent line.
20. Remove lock out tag out and restore power for units with high or medium voltage starters.
21. Test oil pump.
22. Pre-start chiller check.
23. Start chiller.

24. High side leak check inspection.
25. Manual log with electronic device.
26. Document inspections and obtain signature by University representative.
27. Provide a written report, with any recommendations.

2.4.5c Trane Refrigerant Monitor TruSense SD RMWGCA1C serial #LO4M05378.
Trane Refrigerant Monitor TruSense SD RMWGCA1C serial #LO4M05377.

Annual Refrigerant Monitor Maintenance

1. Shut monitor down.
2. Change monitor filters.
3. Start-up refrigerant monitor.
4. Calibrate alarm monitor.
5. Review diagnostics and set-up menu.
6. Document maintenance and provide a written report.

Operating Inspection

Provide two (2) operating inspections to be performed during the months of June through September.

1. Notify Boiler Room upon arrival. (203)837-8329.
2. Initial site inspection.
3. Review diagnostics.
4. Review purge report.
5. Check oil level and temperature.
6. Lock out tag out units with potentially high or medium voltage starters.
7. Starter maintenance and inspection – Rockwell AFDE.
8. Remove lock out tag out and restore power for units with high or medium voltage starters.
9. Manual log with electronic device.
10. Document inspections and obtain signature by University representative.
11. Provide a written report with any recommendations.

Replacement Parts:

All replacement parts, oil, gaskets, filters, and other expendable items which are needed to accomplish the preceding scope of work, shall be supplied by the contractor and are included in the base price.

Labor:

Quoted process shall include all factory qualified technician labor, material as outlined, supervision, transportation, and tools to complete the preceding scope of work.

Additional Work:

Any additional repairs, services, or parts required during the performance of the quoted work must have prior authorization by the University.

2.4.6a Air Cooled Packaged Chillers:

Two (2) McQuay Model #AGZ1303000061 Air Cooled packaged chiller(VPA)

The following scope of work outlines services to be performed on two (2) McQuay model AGZ1303000061 located at the Visual Performing Arts building.

Annual Preventative Maintenance Inspection

Annual preventive maintenance will be performed prior to May 15th of each year.

Scope:

1. Notify the boiler room upon arrival. (203)837-8329
2. Inspect for refrigerant and oil leaks.
3. Inspect vibration eliminators and water piping for leaks.
4. Check freeze protection, evaporator, and piping.
5. Check refrigerant in sight glass.
6. Check compressor oil presence in the sight glass.
7. Inspect and tighten all electrical connections.
8. Check relays and operating/safety controls.
9. Check crankcase heater operation.
10. Meg hermetic motor.
11. Check operation of electronic expansion valve.
12. Perform Micro tech check, log, and last fault analysis, analyze performance.
13. Check condenser coils.
14. Check condenser fan operation.
15. Document inspection, and obtain signature by University representative.
16. Provide a written report with any recommendations based on your inspection.

Operating Inspection: Provide two (2) operating inspections to be performed during the months of June through September.

1. Notify the boiler room upon arrival. (203)837-8329.
2. Inspect for refrigerant and oil leaks.
3. Inspect vibration eliminators and water piping for leaks.
4. Check freeze protection, evaporator, and piping.
5. Check refrigerant in sight glass.
6. Check compressor oil presence in sight glass.
7. Inspect and tighten all electrical connections.
8. Check relays and operating/safety controls.
9. Check crankcase heater operation.
10. Perform Micro tech check, log and last fault analysis, analyze performance.

11. Check condenser coils.
12. Check condenser fan operation.
13. Take and record readings on the unit.
14. Document inspection, and obtain signature by University representative.
15. Provide a written report with any recommendations based on your inspection.

Replacement Parts:

All replacement parts, oil, gaskets, filters, and other expendable items, which are needed to accomplish the preceding scope of work, shall be supplied by the contractor and are included in the base price.

Labor:

Quoted prices shall include all factory qualified technician labor, material as outlined, supervision, transportation, and tools to complete the preceding scope of work.

Additional Work:

Any additional repairs, services, or parts required during the performance of the quoted work must have prior authorization by the University.

- | | | | | |
|--------|---------|-------------------|-------|--------------------|
| 2.4.6b | Two (2) | Steam Humidifiers | Carel | UE090XM0U1 |
| | Two (2) | Steam Humidifiers | Carel | UE025XM0U1 |
| | One (1) | Steam Humidifier | Carel | UE130XM0U1 |
| | Two (2) | Steam Humidifiers | Carel | BL0T2D00H0 TCR 045 |
| | One (1) | Steam Humidifier | Carel | 154016P2 TCR 044 |

The following scope of work outlines services to be performed on eight (8) Carel Humidifiers, located in the Visual Performing Arts building on the Westside Campus.

The humidifiers must be serviced annually by November 30 for the heating season

1. Check water & steam connections.
2. Check drain line.
3. Check electrical connections.
4. Check for scale level. Clean as necessary.
5. Clean unit inner chamber.
6. Check interior and exterior for damage
7. Change Cylinder Annually.
8. Fill solenoid valve. After having disconnected the cables and the tubing, remove the solenoid valve and make sure the inlet filter is clean.
9. Check Manifold with drain pump that there are no solid residues in the cylinder attachment, remove any impurities.

10. Check Manifold gasket (O-ring) that it is not damaged or cracked, replace if necessary. Check that there are no solid residues in the drain hose;
11. Drain pump, remove the pump and clean any impurities.
12. Clean the tank of any deposits and check that the water flows freely from the tank to the drain
13. Fill tank. Check that there are no obstructions or solid particles and that the conductivity measuring electrodes are clean, remove any impurities and rinse.
14. Internal tubing kit. Check that the pipes and hoses are free and clear of impurities, remove any impurities and rinse.
15. After having replaced or checked the water circuit, check that the connections, restart the unit and run a number of fill and drain cycles (from 2 to 4), and check for any water leaks.

Replacement Parts:

All replacement parts, oil, gaskets, filters, and other expendable items, which are needed to accomplish the preceding scope of work, shall be supplied by the contractor and are included in the base price.

Labor:

Quoted prices shall include all factory qualified technician labor, material as outlined, supervision, transportation, and tools to complete the preceding scope of work.

Additional Work:

Any additional repairs, services, or parts required during the performance of the quoted work must have prior authorization by the University

2.5 Contractor's Default/Termination of Contract

2.5.1 Written Notice: In the event the awarded Contractor fails to perform in accordance with any of the terms, conditions, or obligations of an awarded contract, University shall notify the awarded Contractor, in writing, of the specific nature of the default. If the awarded Contractor fails to correct or remedy said default within three (3) calendar days of the

awarded Contractor's receipt or written notice from the University, the University may, at its discretion, terminate the awarded contract. University shall provide the awarded Contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

2.6 Contractor's Qualifications

2.6.1 Contractor's Qualifications: As prerequisites to bid for these services, Contractor must:

2.6.1.1 Have been in business as a corporation, partnership, or sole partnership continuously for at least the last five (5) years, engaged in the business providing chiller maintenance and service.

2.6.1.2 Show or be able to demonstrate to the satisfaction of the University that it possesses the ability and capacity to successfully perform the obligations of an awarded contract through evidence of satisfactory performance in similar types of buildings (i.e.; classroom or office buildings) for at least five (5) years.

2.6.1.3 Submit to the University as part of the bid proposal a list of three current business references, including the address of the company, name and telephone number of a contact person, and a length of time that services were performed for each company.

2.6.1.4 Not have been cited for two (2) or more violations of State Labor Regulation or of any willful or serious violations of any OSHA standards, orders, or regulations promulgated pursuant to such ACT, during the three-year period preceding the bid.

2.6.1.5 Not have received one or more criminal convictions related to the inquiry or death of any employee in the three (3) year period preceding the bid.

2.7 Subletting, Assigning, or Subcontracting the Contract

The awarded contract, or any portion thereof, or the work provided therein, or the right, title, or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, partnership, corporation, or other business organization without the written consent of the University.

2.8 Payment

Payment terms of any awarded contract shall be net 45 days after rendering of services and receipt of invoice.

Section 3. Proposal Requirements

3.1 Response Requirements

3.1.1 All proposals must include a comprehensive response to the performance specifications of this request for proposal. The bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. Failure to respond to the scope or to supply any information required to accompany the proposals may cause the proposal to be deemed as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed. Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

3.1.2 Specific Proposal Requirements:

In addition to the detail requested in section 3.1.1, the proposal shall include the following:

- Reference list identifying three (3) organizations that are current clients for these type of services – Appendix I.
- Proposal Certification - Appendix III
- Pricing Structure – Appendix V
- Commission on Human Rights and Opportunities Contract Compliance Regulations (Notifications to Bidders).
- Form C “Nondiscrimination Certification.”
- Form 5 “Consulting Agreement Affidavit.”
- Statement of compliance with all terms found in Appendix IV “General Terms and Conditions”. These terms would be part of a subsequent award and are requirements associated when contracting with the State of Connecticut and its agencies.

Note that upon contract execution, the awarded Contractor would be required to provide Form 1, “Gift and Campaign Contribution Certification”, which is attached to this RFP for reference. In addition, the Contractor will be required to provide a Certificate of Insurance noting the University, State of Connecticut, and Board of Regents for Higher Education as additional insureds.

NOTE: Unnecessarily elaborate brochures and other presentations, beyond those sufficient to present a complete and effective proposal, are neither necessary nor desired.

Section 4. Bid Evaluation Criteria

Evaluation – The award of this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a service and financial evaluation.

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

The University will include in its evaluation: proposals, presentations (if requested), references and interviews.

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

- Proposed technical approach to the service program, including personnel committed to the program.
- Proposed pricing.
- Experience in chiller maintenance services involving multiple buildings and varied manufacturers requirements.
- Ability to meet specifications outlined in this request for proposal.
- Compliance with State of Connecticut terms and conditions as identified in Appendix IV.
- History of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years.
- Reference checks.

Appendix I
References

Proposals should include three organizations or institutions, of similar or the same size, where your organization has provided services similar to the services you are proposing for the University. Please include name, title, telephone number and e-mail address of a contact person at each institution.

References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.

References:	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		

Appendix II
Instructions To Proposers

- A. Proposals must be addressed and delivered to the Purchasing Department, Western Connecticut State University, University Hall, 181 White Street, Danbury, CT 06810, on or before the time and date set for closing. Proposals shall be submitted in a sealed envelope marked:

Name of Proposer:

Title of Proposal: Chiller and Maintenance Services

RFP Number: 2019-MRC-0011

Proposal Due Date: March 27, 2019

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and two (2) copies.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitations are performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.

- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)
- J. Any alleged oral agreement or arrangement made by a Proposer with any agency or employee will be superseded by the written agreement.
- K. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
- L. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Mark R. Case
Director of Administrative Services
Western Connecticut State University
University Hall
181 White St.
Danbury, CT 06810
Phone: (203)837-8657
Fax: (203)837-8659
Email: casem@wcsu.edu

Appendix III
Proposal Certification

The undersigned bidder, in response to the University's Request for Proposal for 2019-MRC-0011, having carefully examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.

Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

(firm)

(phone no.)

(address)

(fax no.)

(address)

(federal I. D. no. or SSN)

(signature)

(date)

(title)

Appendix IV
General Terms and Conditions

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 University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the University, such services as the University requests, provided in the contract.

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.

Contract Assignment: No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University.

Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut 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.

Non-Discrimination:

Non-Discrimination: References to “Contract” shall mean this “Agreement.”

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

- (1) “Commission” means the Commission on Human Rights and Opportunities;
- (2) “Contract” and “contract” include any extension or modification of the Contract or contract;

- (3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
- (4) “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.
- (5) “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) “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;
- (7) “Marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) “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;
- (9) “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 C.G.S. § 32-9n; and
- (10) “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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(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, intellectual disability, 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, intellectual disability, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, 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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.

Executive Orders Nos. 3, 17, 16, 7C and 14:

Executive Orders Nos. 3, 17, 16, 7C and 14: This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University or DAS shall provide a copy of these orders to the Contractor.

Termination:

- (a) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the University, 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 University 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 University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the

University notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) The University 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 University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all the University's records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University 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 University 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 University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University 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) University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University 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 University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University 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 University may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the University 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 University.

Indemnification:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

Severability: If any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

Waiver: A waiver of a breach or default under this Agreement shall not be waiver of any subsequent breach or default hereunder. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

Excused Performance: No party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement (other than payment obligations) to the extent that they are unable to perform directly or indirectly due to any cause or circumstance beyond the reasonable control of such party, including without limitation an act of war, war, terrorism, strike or other labor dispute, an act of God, fire, flood, storms, earthquake, or similar event (“Force Majeure”). The party affected by an event of Force Majeure shall promptly notify the other party in writing, and shall be given additional time to perform in a period equal to the delay caused directly by such event. The party so affected shall act diligently in attempting to remedy the cause by taking reasonable steps to resume performance with the least possible delay.

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.

Contractor’s Standards of Conduct

- (a) In order to insure the orderly and efficient performance of duties and services at University and to protect the health, safety and welfare of all members of University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
- i. Use or possession of drugs or alcohol;
 - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
 - iii. Smoking in buildings;
 - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
 - v. Violation of applicable traffic or public safety regulations or of University rules and procedures;
 - vi. Unauthorized use of University vehicles, equipment or property;
 - vii. Use of University telephones for personal business;
 - viii. Removal or theft of University property;
 - ix. Unauthorized duplication or possession of University keys;
 - x. Transfer of personal identification card or of parking pass to unauthorized personnel;

- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards noted herein, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

Campaign Contribution Restrictions. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted 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 on the reverse side of this page).

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.

Entire Agreement: This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the University.

Appendix V
Pricing Structure

Section 1: Summary Chillers to be Serviced

- (a) Two (2) Centrifugal Chillers R11 Units (Ansell Building):
Model: 19DK55173CB, Serial #45142
Model: 19DK55173CB, Serial #45143

- (b) Three (3) Carrier Ecologic Chillers (Haas Library and Warner Hall):
Model: 30HXC106RZ-500AA, Serial #5098F89234
Model: 30HXC106RZ-500AA, Serial #1299F07848
Model: 30HXC106RZ-500AA, Serial #1299F07850

- (c) Two (2) Air Cooled Screw Compressor Chillers: (Pinney Hall and Newbury Hall)
One (1) McQuay Model #ALS425A Air Cooled Screw Compressor (Pinney Hall)
One (1) McQuay Model #AG2100BS12-ER11 Air Cooled Screw Compressor (Newbury Hall).

- (d) One (1) York Millennium Screw Chiller #YCWSO200SB-46Y (Centennial Hall)

- (e) Three (3) Trane Chillers and two (2) Trane Refrigerant Monitors:
Trane Series R Contravac Chiller Model #RTHB (Westside Campus Center)
Trane Chiller Model #CVHF570 SER. #L04D01798 (Science Building)
Trane Chiller Model #CVHF570 SER. #L04D01800 (Science Building)
Trane Refrigerant Monitor TruSense SD RMWGCA1C serial LO4M05378
Trane Refrigerant Monitor TruSense SD RMWGCA1C serial LO4M05377

Section 2: Annual Pricing for Service

Pricing applies to all units listed above and the scope of work identified in this request for proposal and shall include all labor, materials as outlined, supervision, transportation, and tools to complete the required services:

Price of Preventative Maintenance Year 1 (7/1/19 – 6/30/20): _____

Price of Preventative Maintenance Year 2 (7/1/20 – 6/30/21): _____

Price of Preventative Maintenance Year 3 (7/1/21 – 6/30/22): _____

Section 3: Rates for Additional Work:

Response time for emergency calls shall be within four (4) hours. Non-emergency calls shall be responded to within twenty-four (24) hours.

Labor rates shall include travel costs, labor, supervision, transportation, and tools needed to complete the service. Parts required will be billed at cost with a contracted mark-up fee.

Labor Rates:

Monday – Friday (8:00AM – 4:30PM): _____/hour

Monday – Friday (4:30PM – 8:00AM): _____/hour

Saturdays (all hours): _____/hour

Sundays (all hours): _____/hour

**Holidays (all hours): _____/hour

**Holidays encompass New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.