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

VENDOR NAME ,ADDRESS and EMAIL ADDRESS:	BID NUMBER: 2011-ERB-0119
	BID DUE DATE: April 15, 2011 at 2:30 PM

RETURN TO: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810	DATE ISSUED: March 10, 2011
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SIGNED (for agency) E.R. Boriss	PREPARED BY: E.R Boriss Associate Director – Administrative Services Phone: (203) 837-8758 Fax: (203) 837-8659	PURCHASING AUTHORITY: Public Acts 91-256/92- 154 CGS 10a-151b
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Item	Description	Unit	Quantity	Price	
	<p>Western Connecticut State University is accepting sealed Bids for trash and recycling removal services for it's Westside and Midtown Campuses located in Danbury CT. Service period is from July 1, 2011 through June 30, 2014 with an option to extend through June 30, 2015. Prices quoted must be firm fixed for 3 years, with an option for a 4th year to be exercised at the sole discretion of the University.</p> <p>Please refer to the following attachments in preparing this proposal: <u>Attachment A:</u> Specifications- Trash Removal Recycling and Equipment, Western Connecticut State University <u>Attachment B:</u> Trash Removal Services and Equipment Specifications <u>Attachment C:</u> Recycling Services and Equipment Specifications <u>Attachment D:</u> General Information <u>Attachment E:</u> Power Washing of Compactors <u>Attachment F:</u> Trash Removal Services and Equipment <u>Attachment G:</u> Recycling Services and Equipment <u>Attachment H:</u> Optional Self Compactor Pricing</p> <p>Mandatory Pre Bid meeting Monday 3/21/2011</p>				

<p>TO BE COMPLETED BY BIDDER</p>	<p>Vendor Authorized Signature _____ Date _____ Printed Name _____ Phone _____ Extension _____ Cash discount Payment Terms _____ % _____ days, net 30 days Company FEIN _____</p>				
 WESTERN CONNECTICUT STATE UNIVERSITY	<p>REQUEST FOR PROPOSAL</p>	<p>Please quote on the commodities or services listed below. All prices must be FOB Destination.</p>			
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<p>VENDOR NAME:</p>			<p>BID NUMBER: 2011-ERB-0119</p>		
<p>Return to: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810</p>			<p>PAGE 2</p>		
Item		Unit	Quantity	Unit Price	Extension
	<p>A mandatory pre-bid meeting will be held on March 21 beginning at 10:00am in the Westside Campus Center Food Court Lobby in Danbury, CT. Directions can be found at http://www.wcsu.edu/campustour/directions.asp. The meeting will include an overview of the bid process and specification.</p> <p>See attachments A-H for complete specifications</p> <p>The University contact is Mr. Luigi Marcone at 203-837-9314 or Michael Andreycak at 203-837-8426</p>				

Bid Parameters

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

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

“State of Connecticut OPM Ethics form 5- Consulting Agreement Affidavit” and

“State of Connecticut OPM Ethics form 1- Gift and Campaign Contribution Certification” and Nondiscrimination certification form “C”, “D” or “E” must be completed and submitted with the proposal.

Proposers shall submit a clearly marked original plus (2) two copies of the proposal.

Note that this is a sealed bid. Late bids, e-mailed bids, faxed bids, or unsealed bids will not be accepted. Please note the sealed bid number 2011-ERB-0119 on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is April 15, 2011 at 2:30PM in the Purchasing Office of Western Connecticut State University, located on the lower level of University Hall, 181 White St., Danbury, CT. 06810.

Bid responses must be held for a period of 90 calendar days following the bid opening.

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

To be completed by bidder

Vendor Authorized Signature _____
Date _____

Attachment 'A'
SPECIFICATIONS
TRASH REMOVAL, RECYCLING, AND EQUIPMENT
WESTERN CONNECTICUT STATE UNIVERSITY
SEALED BID – 2011-ERB-0119

Western Connecticut State University is requesting proposals for trash removal and recycling services. This document describes general information important for contractors who intend to bid on this contract. In addition, Attachments A through G provide specific information and bid spread sheets for trash services and recycling services.

This document identifies equipment and service offerings needed to sustain the University's current materials handling practices. Bidders are encouraged to offer alternative methods for collecting, handling, and managing of waste materials.

Authority

This RFP is issued by WCSU under the provisions of Connecticut General Statute's 4a-52a and 10a-151b.

BID AND CONTRACT TERMS AND CONDITIONS

This bid covers the rubbish removal and recycling services required by Western Connecticut State University. Proposed schedule covers the period 7/1/2011 to 6/30/2014 with an option to extend his contract for one additional year to 6/30/2015.

Mandatory Pre-Bid Conference

A mandatory pre-bid meeting will be held **on March 21 beginning at 10:00am in the Westside Campus Center Food Court Lobby**, in Danbury, CT. Directions can be found at <http://www.wcsu.edu/campustour/directions.asp>. The meeting will include an overview of the bid process and specification. The purpose of this conference is to fully acquaint potential proposers with all conditions and facilities. Concerning parking, at the Westside Campus, visitors are authorized to park on Access Road and University Boulevard.

Attendance at this pre-proposal conference is a prerequisite and a requirement to be qualified to submit a proposal. Proposals will be accepted only from those firms who are represented at the pre-proposal conference, as evidenced by the representatives' signatures on the attendance roster. Failure to attend this meeting will preclude your firm from submitting a proposal. Attendance at the conference will be limited to three (3) employees per company. Attendees should bring a copy of this solicitation to the conference. Any changes resulting from this conference or subsequent written questions will be issued in a formal addendum.

Submission of Questions

Contractors may submit questions or requests for clarification via email to borisse@wcsu.edu or fax at 203-837-8659. The deadline for submission of questions is March 30, 2011 by 3:00PM. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be assembled by the Associate Director of Administrative Services and will be distributed to all interested parties as soon as possible through an addendum via State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us). Note that any addenda issued will be posted on the Department of Administrative Services contracting portal, address www.das.state.ct.us. Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and interested parties to familiarize

themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

Questions must be submitted in written form to:

Esther Boriss

Associate Director of Administrative Services

Western Connecticut State University

181 White St

Danbury, CT 06810

Ph. (203) 837-8758

Fax. (203)837-8659

e-mail borisse@wcsu.edu

Proposer Site Visits

Proposer additional site visits shall be coordinated with Luigi Marcone at 203-837-9314 or Michael Andreycak at 203-837-8426 to schedule other appointments to visit the campus. WCSU is a public university. Proposers may visit the campus at their discretion. The University requests that all campus visits be completed no later than March 25, 2011 so that campus schedules are minimally interrupted. The University will not permit individual interviews with individuals involved in the selection process.

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

Submission of Proposals

Contractors shall submit a clearly marked original plus two (2) copies of the proposal. Proposals shall be received by the WCSU Purchasing Department no later than **April 15, 2011 at 2:30PM**. At that time, a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be delivered to:

E.R. Boriss

Associate Director of Administrative Services

Western Connecticut State University

181 White St

Danbury, CT 06810

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

“RFP 2011-ERB-0119 Trash Removal and Recycling Services to allow for proper identification.

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

Costs for Proposal Preparation

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

Disqualification of Proposals

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

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

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

Addenda to This RFP

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

Rights Reserved

WCSU reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of WCSU will be served. Should WCSU determine that only one Bidder is fully qualified, or that one Bidder is more highly qualified than the others under consideration, a contract may be negotiated and awarded to that bidder. The awarded document shall be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated.

Final Contract

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

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.

Contract Invalidation

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

Term of the Contract

The term of the agreement shall be for thirty six (36) months with the University's option to renew for additional twelve (12) month term.

Fees

All fee and cost structures quoted herein for Trash and Recycling Services and equipment shall remain firm fixed for the entire contract term.

RFP Terms and Conditions

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

General Background of WCSU

Western Connecticut State University (WCSU), a school within the Connecticut State University (CSU) System, is a four year university located on (2) campuses in Danbury, CT and (1) campus in Waterbury, CT. The CSU System consists of four comprehensive universities and a System Office, located in the following areas: Central Connecticut State University in New Britain, Eastern Connecticut State University in Willimantic, Southern Connecticut State University in New Haven, and Western Connecticut State University in Danbury. The System Office is located on Woodland St. in Hartford.

WCSU has an enrollment of approximately 6600 students, of which 4800 are full time and 1800 are part time. At WCSU, approximately 1630 students live in campus residence halls (547 on the Midtown Campus and 1083 on the Westside Campus). WCSU currently employs approximately 600 full and 400 part-time individuals.

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

Proposal Requirements

Proposer's response must include the following:

- Statement of Work
- Cost of this Agreement is per the attached proposal.
- Key Personnel : Contact name, title and phone number for emergencies, and routine business.
Insurance certificate demonstrating evidence of insurance.
- Notification to Bidders, Contract Compliance and EEO-1 forms. It is not sufficient to state that such forms are on file with the State of Connecticut.
- Form 1 "Gift and Campaign Contribution Certification".
- Form 5 "Consulting Agreement Affidavit".
- Corporate non-discrimination certification C, D or E as applicable.

Vendor Information

A. Vendor Overview

Please provide the following:

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

B. Client Base

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

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

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

Instructions to Vendors

- RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due.
- Vendor name and address must appear on the outside of the envelope, along with the sealed bid number 2011-ERB-0119 to ensure proper bid identification.
- Western Connecticut State University is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State. Such taxes must not be included in prices.
- The proposal must be signed by an authorized official of your organization. The proposal must also provide the name, title, address and telephone number for individuals with

- The proposal must be signed by an authorized official of your organization. The proposal must also provide the name, title, address and telephone number for individuals with authority to negotiate and contractually bind the company or individuals. Please provide the name and phone number of the person to contact for the purpose of clarifying the proposal, and the name of a person to contact with authority to negotiate a contract.
- All proposals will be considered as binding upon the proposing vendor for 90 days after submission.

Evaluation of Proposals

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

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

Customer References

Warranties and Service Plans

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

Competitiveness of proposed cost

Quality and clarity of the proposal

Compliance with state requirements as outlined in this document

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

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

SCOPE OF WORK:

CONTAINER AND SERVICES PRICES

Prices quoted shall be net for the service required. No additional charges will be allowed. Prices submitted shall include all fees in effect on the beginning date of this contract.

CANCELLATIONS OR ADDITIONS:

Western Connecticut State University reserves the right to cancel the contract, or any part thereof, or make additions and deletions to the contract upon a 15 day written notice to the contractor. The charge for any additions or deletions shall be on an equivalent basis satisfactory to the agency.

MUNICIPAL SOLID WASTE:

Trash is mixed food waste; non-recycled paper; non-recycled glass, plastic, and metal containers; miscellaneous office and domestic waste

RECYCLED COMMODITIES:

These include, but may not be limited to old corrugated containers, sorted white ledger, mixed paper, PET bottles, aluminum cans, and glass bottles. Additional recyclable materials may include toner cartridges, electronic waste, fluorescent lamps, and scrap metal

Construction Debris/Bulky Waste:

These materials include but are not limited to wastes generated by WCSU and authorized contractors as a result of construction and renovation activities at our campuses. Additional waste streams include furnishings, mattresses and other bulky wastes related to moving activities and large scale building clean outs.

GENERAL REQUIREMENTS, CONTAINERS AND EQUIPMENT:

All metal equipment and containers are to be painted a uniform color to be approved by WCSU. All plastic containers are to be a uniform color to be approved by WCSU. Equipment with drain holes shall be provided with drain plugs at all times.

Roll-off containers shall be provided clean and painted with no visible damage, dents, rust or graffiti. Roll-off containers will be provided with covers or tarps when requested by WCSU.

- Contractor is responsible for compliance with all Federal, State, and Local regulations and ordinances. Contractor is also responsible for obtaining and maintaining all applicable permits for collection, transport, and legal disposal of waste, and for recycling.
- Inspection of sites associated with service locations can be arranged through
- Luigi Marcone at 203-837-9314 Director EFS or
Mike Andreycak, Plant Facilities Engineer, 203-837-8426
- Waste contractor must provide destination facility of the transfer station and landfill/incinerator for trash and construction debris.
- Recycling contractor must provide destination facility of recycled commodities.

GENERAL REQUIREMENTS, TRASH REMOVAL AND RECYCLING SERVICES

Contractor shall furnish all containers with covers and provide all labor, material, and equipment necessary to perform rubbish removal and specified recycling services to Western Connecticut State University. Pickups are to be made in a manner that is the least disruptive to the University. The successful bidder will guarantee same-day service on any rental/lease unit that has become inoperable or unsafe to operate at no additional cost to the University.

The contractor will assume total liability for damage to containers and compactors as well as damage caused by any of this equipment (including environmental damage) while on the property of Western Connecticut State University. All equipment, containers, compactors, etc. must meet all applicable standards and guidelines which may be in effect by the E.P.A., D.E.P., or other agency which has statutory authority within the state of Connecticut. All rental/lease equipment, containers, compactors, etc. will be maintained by the contractor and kept in safe, operable, and aesthetically pleasing order at no additional cost to the University. The successful bidder is responsible for the complete installation of all units, including wiring, setting up, etc. at his own cost. Contractor shall coordinate the removal of present units in a manner least disruptive to the university and shall provide interim measures for daily rubbish removal service. All containers and compaction units will be maintained in a clean and sanitary condition at all times and be treated and sanitized for odor and pest control when necessary. The compactor units must be equipped with a key switch to prevent unauthorized use of the equipment. The contractor will provide keys to the University and will be responsible for supplying, maintaining, and repairing the key lock switches. All compactors must be equipped with a fully operable pressure gauge.

Western Connecticut State University is an active member of the greater Danbury community and is committed to environmental stewardship. Where possible recycling and reuse practices shall be utilized by the university. Municipal solid waste shall be incinerated where feasible in accordance with all applicable regulatory requirements.

ATTACHMENT #B
TRASH REMOVAL SERVICES
AND EQUIPMENT SPECIFICATIONS: BID 2011-ERB-0119:

Prices shall be entered on the Trash Removal Services and Equipment spread sheet, attachment "F". All spaces for which you are placing a bid must be filled in. Blank spaces will be assumed to be "no bid." WCSU will not be responsible for bidder's omissions.

- All equipment shall be maintained in good visual and operating condition through the length of the contract. Units should not have holes, dents, leaks, or more than minor rust spots, or other notable damage that could impact serviceability or which would be an eyesore.
- All hydraulic equipment on compactors, including hoses, shall be maintained to prevent leaks which may impact groundwater and stormwater.
- When delivering, removing, or relocating equipment driver shall clean up area of all trash or debris which was the result of equipment movement.
- For compactors, manufacturer's specification sheets shall be submitted along with bids.
- Bidders shall provide additional or substitute equipment at rental or lease prices as indicated on the bid spreadsheet.
- Bidders are challenged and encouraged to provide alternative equipment that may be more efficient and cost effective. WCSU will consider feasible alternatives proposed.
- Equipment provided under the contract shall be power washed at minimum twice annually as required by WCSU.

ATTACHMENT C
RECYCLING SERVICES AND
EQUIPMENT SPECIFICATIONS: BID 2011-ERB-0119

BIDS:

Prices shall be entered on the Recycling Services and Equipment spread sheet, attachment "G". All spaces for which you are placing a bid must be filled in. Blank spaces will be assumed to be "no bid." WCSU will not be responsible for bidder's omissions.

Contractor shall provide bids for recycled commodities in all forms (baled, loose-compacted, loose in totes) as indicated on bid spread sheet.

COMMODITIES:

Old Corrugated Containers:

Consists of baled corrugated containers having liners of test liner, jute or kraft. Bales are 60 inches wide.

Sorted White Ledger:

Consists of uncoated, printed or unprinted sheets, shavings, and cuttings of white groundwood free ledger, bond, writing, and other papers that have similar fiber and fiber content. Provided loose in bulk containers.

Mixed Paper:

Consists of a mixture of various qualities of paper not limited as to type of baling or fiber content. May consist of colored ledger, envelopes, folders, newspapers, magazines, coverless books, and packaging other than old corrugated cardboard. Provided loose in bulk containers.

Confidential Documents:

Mixed office papers, but primarily white ledger. To be shredded on campus and recycled per the requirements of this specification.

PET Bottles:

Consists of white or green beverage bottles

Cans:

Consists of aluminum and ferrous based metal beverage and food containers.

Glass Bottles:

Consists of clear, green, and brown glass containers

Recycling Trailer:

Awarded contractor shall also provide a recycling trailer to be located at the Westside Campus. Awarded contractor shall swap the trailer out when it is filled with commodities. Trailer shall be supplied, emptied, and replaced at no charge to the University.

Bulk Containers:

Awarded contractor shall provide bulk containers capable of being loaded and moved by forklift into a spotted trailer. Bulk containers may be plastic (collapsible) and stackable) and/or reusable corrugated pallet boxes. Bulk containers shall be of durable quality to facilitate their double stacking for transport. Nominal Volume of bulk containers shall be one cubic yard

ATTACHMENT D
GENERAL INFORMATION
BID 2011-ERB-0119

Payments:

Successful contractor will render monthly itemized bills to Western Connecticut State University, who in turn will make payment to the contractor with the terms of net 45 days.

Insurance:

The contractor will supply and pay for Worker's Compensation coverage and public liability insurance and property damage insurance. Certificates of insurance shall be forwarded to Western Connecticut State University on request.

Pricing:

Pricing is to be FIXED for the term of the contract with no allowances for fuel, insurance, or any other surcharges of any kind.

Rebates:

Rebates for all recyclable materials shall be on a commodity basis and made payable to the university. Rebates shall not be applied to any outstanding balances and shall be accompanied with a statement of materials indicating reimbursement rates and quantities.

ATTACHMENT E
POWER WASHING OF COMPACTORS
BID 2011-ERB-0119

Compactors and containers on the campus shall be power washed a minimum of twice per year as required by Western CT State University. Contractor will remove compactors and containers from the campus to accomplish this task. Container removal will be coordinated with Western Connecticut State University Environmental and Facilities Services personnel to prevent impact of the discarding of rubbish and recycling on the campus.

Please advise the location of the power washing:

NAME: _____

ADDRESS: _____

WESTERN CONNECTICUT STATE UNIVERSITY

TRASH REMOVAL AND RECYCLING SERVICES

SEALED BID - 2011-ERB-0119

BID SPREADSHEET

ATTACHMENT F: TRASH REMOVAL SERVICES AND EQUIPMENT page 1 of 2

MIDTOWN and WESTSIDE CAMPUS					
Building	Equipment	Size	Service	Frequency	Bid Price
<u>White Hall</u>	Compactor, self-contained	38 Yard	Haul and dump	On-call	
Est. Annual Tons 130			Tonnage fee	Per ton	
			Rental	Monthly	
			Lease	Monthly	
			Purchase	One time	
	Compactor Monitor		R/L/P	NA	
Centennial Hall	Compactor, self-contained	38 Yard	Haul and dump	On-call	
University Owned			Tonnage fee	Per ton	
Est. Annual Tons 25			Rental	Monthly	
			Lease	Monthly	
			Purchase	One time	
	Compactor Monitor		R/L/P	NA	
Grasso Hall	Compactor, self-contained	38 Yard	Haul and dump	On-call	
University Owned			Tonnage fee	Per ton	
Est. Annual Tons 40			Rental	Monthly	
			Lease	Monthly	
			Purchase	One time	
	Compactor Monitor		R/L/P	NA	
Pinney Hall	Compactor, self-contained	38 Yard	Haul and dump	On-call	
University Owned			Tonnage fee	Per ton	
Est. Annual Tons 44			Rental	Monthly	
			Lease	Monthly	
			Purchase	One time	
	Compactor Monitor		R/L/P	NA	
WS Campus Center	Compactor, self-contained	20 Yard	Haul and dump	On-call	
Est. Annual Tons 65			Tonnage fee	Per ton	
			Rental	Monthly	
			Lease	Monthly	
			Purchase	one time	
	Compactor Monitor		R/L/P	NA	
<u>O'Neill Center</u>	Compactor, stationary	40 Yard	Haul and dump	On-call	
University Owned			Tonnage fee	Per ton	
Est. Annual Tons 55			Rental	Monthly	
			Lease	Monthly	
			Purchase	one time	
	Compactor Monitor		R/L/P	NA	
MT Student Center	Compactor, stationary	16 yard	Haul and dump	On-call	
University Owned			Tonnage fee	Per ton	
Est. Annual Tons 140			Rental	Monthly	
			Lease	Monthly	
			Purchase	one time	
	Compactor Monitor		R/L/P	NA	

Vendor Name _____ Date _____

TEMPORARY ROLL-OFFS

Location	Waste	Size	Maximum Tons	Bid Price Per Load	Bid Price per Ton for Excess Tons
Various	C&D	10 Yard			
		20 Yard			
		30 Yard			
		40 Yard			
Various	Co-Mingled Recyclables	10 Yard			
		20 Yard			
		30 Yard			
		40 Yard			

TON FOR SELF-HAULED WASTE			
Location	Waste	Bid Price per Ton	
Various	Trash		
Various	C&D		
Various	Co-Mingled Recyclables		

Vendor Name _____ Date _____

WESTERN CONNECTICUT STATE UNIVERSITY

TRASH REMOVAL AND RECYCLING SERVICES

SEALED BID - 2011-ERB-0119

Attachment "G" RECYCLING SERVICES AND EQUIPMENT					
Commodity	State	Estimated Annual Tons	Bid Price per Pick-up	Bid Flat Rate Rebate	Bid Rebate as Percent of New York High
Old Corrugated Cardboard	Baled	40			
Old Corrugated Cardboard	Compacted	0			
Sorted White Ledger	Baled	0			
Sorted White Ledger	Loose in Toters	25			
Mixed Paper	Loose in Toters	25			
PET bottles	Baled	0			
	Loose in toters	0			
Co-mingled Recyclables	Roll-off	10			
Equipment	Suitable for	Price/Month Rent	Purchase		
Baler, downstroke, 60"	OCC				
Baler, downstroke, 60"	Office Paper				
Baler, downstroke, 60"	PET Bottles				
Toters (per ten count)	ALL				
Collapsible Bulk Containers	All				
Reusable Corrugated Bulk	All				
Spotted Trailer for recycling	ALL		NA		
Secure Document Destruction	Estimated Annual Boxes	Estimated Annual Tons	Bid Price for Witnessed and Certified Destruction	Bid Flat Rate Rebate	Bid Rebate as Percent of New York High
Mixed office paper	150-200	1.5-2.0			

Vendor Name _____ Date _____

WESTERN CONNECTICUT STATE UNIVERSITY

Bid 2011-ERB-0119

Attachment H: Optional Self Compactor Pricing

In the event the University opts to add compactors during the term of any subsequent agreement please provide pricing for additional compactors. These prices will remain firm and fixed through June 2014 for any subsequent award.

20 Yard self contained Compactor

Service	Frequency	Bid Price
Haul and Dump	on-call	
Tonnage Fee	per ton	
Rental	monthly	
Lease	monthly	
Purchase	One-Time	

30 Yard self contained Compactor

Service	Frequency	Bid Price
Haul and Dump	on-call	
Tonnage Fee	per ton	
Rental	monthly	
Lease	monthly	
Purchase	One-Time	

38 Yard self contained Compactor

Service	Frequency	Bid Price
Haul and Dump	on-call	
Tonnage Fee	per ton	
Rental	monthly	
Lease	monthly	
Purchase	One-Time	

40 Yard self contained Compactor

Service	Frequency	Bid Price
Haul and Dump	on-call	
Tonnage Fee	per ton	
Rental	monthly	
Lease	monthly	
Purchase	One-Time	

Vendor Name _____

Date _____

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>
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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>

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)

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)
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**STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106 – 1628**

SEEC FORM 11

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, 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 Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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.



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

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 on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

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 an Annual 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) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "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 the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

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

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

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

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), 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. Shaded area with fields for Printed Name of Bidder or Vendor, Signature of Chief Official or Individual, Date, Printed Name (of above), 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
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor 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. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

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

certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 20____ by the governing body of _____,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this ____ day of _____, 20____.

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor 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. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory

Title

Printed Name

Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee)

Date

Awarding State Agency

Connecticut State University System



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

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

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

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

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

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

C. Samples

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

D. Bonding Requirements / Guaranty or Surety

Not applicable to this RFP.

III. CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.

3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

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

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

C. Bonds

Not applicable to this RFP

D. Delivery

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

E. Inspection and Tests

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

F. Advertising

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