



Original Amendment ID #ALLIED 2020

State Contracting Agency: Naugatuck Valley Community College

Street: 750 Chase Parkway

City: Waterbury State: CT Zip: 06708

Tel#: 203-575-8115

Hereby enters into a Contract with:

Contractor's Name: Allied Sanitation, Inc.

Street: 170 Central Street

City: Forestville State: CT Zip: 06010-9351

Tel#: 860-589-6944 E - MAIL: alliedsanitation@aol.com

The term of this contract is from 11/01/2020 through 10/31/2026
 This Contract shall become effective as of the date of signature by the Contracting Agency's authorized official and, where applicable, the date of approval by the Connecticut Office of the Attorney General (OAG). Upon such execution, this contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and, where applicable, approved by the OAG.

State Contracting Agency agrees to make payment to the Contractor.
 Total Contract shall not exceed \$130,000.00

Contractor should address all contract questions to:
 Lisa Anderson, 203-575-8115, landerson@nvcc.commnet.edu

Contractor should address all questions regarding the scope or performance of services to:
 Angela Maggi, 202-575-8155, amaggi@nvcc.commnet.edu

Contracting Agency should address all contract questions to:
 William Patterson, Sr. 860-589-6944, alliedsanitation@aol.com

FOR INTERNAL USE ONLY				
EXPENSE CODING		FISCAL YR(s)	AMOUNT	NOTES
Banner Fund Code:	HA2000			
Banner Org Code:	H763			
Banner Account Code:				
Banner Program Code:				

SECTION 1 - DESCRIPTION OF SERVICES

The Contractor shall provide exclusive waste and recycling services to the State Contracting Agency (hereinafter "College") as follows:

- a) The Contractor shall furnish (1) self-contained compactor and (1) recycle dumpster.
- b) Provide all labor, equipment and material necessary to properly perform rubbish removal services in accordance with College's Request for Proposal #NVCC-WASTE REMOVAL 2020, which is hereby incorporated and made a part of this agreement as EXHIBIT A.
- c) All containers furnished shall be cleaned inside and outside and disinfected periodically to the satisfaction of the College.
- d) All pickups shall be made on the 1st and 15th of each month. If the 1st or the 15th falls on a weekend or a holiday, pickups shall be made the next business day. The self-contained compactor shall be emptied twice a month while school is in session and once a month during semester breaks in summer and winter. The recycle container shall be emptied once a month unless the Contractor is called by the College to empty it before it's scheduled. Containers shall be placed in the areas designated by the College.
- e) Recycling container shall be clearly marked/identified as "RECYCLING ONLY"
- f) Contractor shall not sub-contract any portion of this contract without the written preapproval of the College.
- g) Upon completion of the Contract, Contractor shall remove the containers to coincide with the expiration date. The College will not be responsible for use of or damage to containers which remain on site after the contract expiration date.

NON-PERFORMANCE EVALUATIONS:

- a) The College reserves the right to terminate this agreement prior to any Contract termination date if either service, equipment, or Contract performance and conduct, as judged by the College, does not meet acceptable College standards.
- b) If the Contractor fails to render continued satisfactory service during the term of their Contract, the College may cancel the Contract at any time.

SPECIAL TERMS AND CONDITIONS:

- a) The risk of loss, and the sole responsibility, for all equipment together with all contents thereof, and other Contractor provided equipment shall be that of the Contractor and not the College.
- b) The Contractor shall be responsible for the repair or replacement cost of any damage to the College's property caused by the use, misuse, or negligence of the contractor.
- c) The Contractor is responsible for reporting, in writing, within 72 hours the occurrence of damage to State property. Failure to report the damage within the specified time may be cause for termination of this contract.
- d) The Contractor shall have and maintain all required permits current, and be in good standing with the CCRA or regional authority. Any change in status must be reported to the College in writing within 24 hours.
- e) The Contractor shall adhere to all State and local regulations and Statutes governing rubbish collection and disposal.

CONTRACTOR'S RESPONSIBILITIES:

- a) The Contractor is responsible for any required permits, fees, notices, etc. for any federal, state, or local government agency having jurisdiction over the project.
- b) The Contractor shall be responsible for maintaining an environment in compliance with all rules, regulations, and codes covering an occupied school facility.
- c) The Contractor shall provide insurance certificates for minimum insurance coverage as follows:

	Each Occurrence	Aggregate
GENERAL LIABILITY		
Bodily Injury Liability	\$ 1,000,000	\$ 2,000,000
Property Damage	\$ 1,000,000	\$ 2,000,000
OR		
Bodily Injury & Property Damage Combined	\$ 1,000,000	\$ 2,000,000
AUTOMOBILE LIABILITY		
Bodily Injury & Property Damage Combined Single Limit	\$ 1,000,000	
EXCESS LIABILITY		
Commercial Umbrella Coverage	\$ 1,000,000	\$ 1,000,000
WORKERS' COMPENSATION & EMPLOYERS' LIABILITY		
Each Accident	\$ 500,000	
Disease-Policy Limit	\$ 500,000	
Disease-Each Employee	\$ 500,000	

- d) Standard Wage Rate: Contractor must comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage rates for Certain Service Workers and must pay wages in accordance with current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at: <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (806) 263-6790 or his designated representative.
- e) All employees of the Contractor shall be considered to be solely in the Contractor's employ. All employees must be bondable or the Contractor accepts all liability for all employees that are not bonded. The Contractor agrees to replace any employee deemed unsuitable by the College.
- f) The vehicles utilized for this contract will not be in violation of any Connecticut Department of Motor Vehicles or Federal Safety Motor Carrier Administration safety regulations. Vendor performance may be subject to Connecticut DMV review and outstanding violations may result in contract termination.

SECTION 2 - COST AND SCHEDULE OF PAYMENTS

1. State Liability.

The State of Connecticut and the State Contracting Agency ("State" or "College") shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the State Contracting Agency, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

2. Total Contract Not to Exceed.

The College shall pay the CONTRACTOR a total sum not to exceed \$130,000.00 for services performed under this agreement.

3. Invoicing and Payment

(a) The Contractor shall submit invoices in accordance with the schedule below, and shall render itemized bills to the College, who in turn will make payment to the Contractor after service has been performed.

- Monthly invoices for actual usage shall be submitted as per the Disposal Cost Breakdown based on the following:

Trash Compactor-

Monthly Compactor Rental: *\$519.00 per month*

Haul Charge: *Included per schedule*

Disposal Fee (per ton): *\$93.00 per ton current/or price increase per the Materials Innovation and Recycling Authority of Connecticut (MIRA)*

Single Stream Recycling Container-

Monthly Container Rental: *No charge*

Haul Charge: *\$175.00 per pick up*

Disposal Fee (per ton): *\$72.00 per ton current/or price increase per MIRA*

30 YD Roll-off Container (based on an as needed, will-call service)

Haul Charge *\$500.00 per pick up, includes 4 tons*

Disposal Fee (per ton): *\$84.00 per ton after 4 tons*

b) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

(c) Payment shall be made by the College to the Contractor within 45 days after receipt of properly executed and approved invoices.

SECTION 3 - OTHER TERMS AND CONDITIONS

1. Claims Against The State:

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

2. Indemnification and Insurance:

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

3. Sovereign Immunity:

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

4. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue,

the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5. Termination:

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

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

6. Nondiscrimination:

- (a) For purposes of this Section, the following terms are defined as follows:
 - 1) "Commission" means the Commission on Human Rights and Opportunities;
 - 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - 7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
 - 10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-

267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. Executive Orders:

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

8. SEEC:

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

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

This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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

9. Contracting with State Employees or Related Family/Business

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

C.G.S. § 1-84 (i) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or

more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract. C.G.S. § 1-79 (b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

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

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

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

11. Assignment:

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

12. Professional Standards:

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

13. Federal and State statutes and regulations:

In performing services pursuant to this contract, Contractor, its employees and representatives shall at all times comply with all applicable federal and state statutes and regulations, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act ("FERPA") and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

14. Entire Agreement:

This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing

by BOR. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

15. Audit Requirements for State and Federal Grants:

(a). For State – Funded Grant Contracts where the Contractor has or will receive \$100,000 or more in any State grants(s) during the Contractor’s fiscal year. For purposes of this clause, the word “Contractor” shall be read to mean “nonstate entity,” as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the BOR for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

(b). Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the BOR with copies of all independent auditors’ reports which cover the period of performance of this Contract. Contractor will provide a copy of its response to auditors’ reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, BOR, or the General Accounting Office (GAO) during normal business hours.

(c). Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, BOR, or the GAO during normal business hours.

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

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

17. Confidential Information

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

18. Summary of State Ethics Laws:

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

19. Whistleblower:

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

20. Disclosure of Records:

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

EXHIBIT A

Waste Removal & Recycling

Naugatuck Valley Community College
750 Chase Parkway
Waterbury, CT 06708

Request for Proposal #NVCC-WASTE REMOVAL-2020

The purpose of this request for proposals is to select a Contractor to provide waste removal & recycling services for Naugatuck Valley Community College, Waterbury, Connecticut, herein after referred to as NVCC.

PROPOSAL INSTRUCTIONS

Proposal Schedule

Release of RFP:	September 3, 2020
Receipt of Questions:	September 16, 2020
Answers Mailed:	September 22, 2020
Proposal Due Date:	September 30, 2020

A pre-bid meeting and mandatory on-site walk-through will be held on September 23, 2020, 9:00 AM in the Maintenance Department. Each vendor is required to attend the mandatory on-site walk-through. For more information, please contact Angela Maggi at amaggi@nvcc.commnet.edu, or (203) 575-8155.

Questions

Questions for the purpose of clarifying the RFP must be submitted in writing to Naugatuck Valley Community College no later than September 16, 2020. Please email questions to Angela Maggi at amaggi@nvcc.commnet.edu. Answers to all questions will be released on September 22, 2020 to all proposers.

Proposal

Contractor shall prepare an original written proposal addressing all issues noted in this RFP and shall submit such proposals in a **sealed** envelope marked **Naugatuck Valley Community College Waste Removal RFP NVCC-WASTE REMOVAL-2020, Do Not Open Before: September 30, 2020, 2:30 PM** and address to:

Naugatuck Valley Community College
ATTN: Michelle Jette & Lisa Anderson, Bid NVCC-WASTE REMOVAL-2020
Purchasing Department
750 Chase Parkway
Waterbury, CT 06708

Deadline for receipt of proposals is September 30, 2020. Any proposal not clearly marked with the identification, "**RFP NVCC-WASTE REMOVAL-2020**" as well as the date and the name and address of the contractor may be opened as general mail thus nullifying the contractor's submission. All proposals must be in strict conformity with the instructions and shall be submitted in the approved manner. Proposals must be printed or written in ink and corrections must be initialed. Penciled proposals will not be accepted. Proposals submitted or received after that date and time will not be accepted or considered. Fax or telephone proposals will not be accepted.

The Contractor is responsible for all costs in the preparation and presentation of the proposal.

Contact

Communications regarding this RFP shall be to:

Naugatuck Valley Community College
Attn: Angela Maggi
750 Chase Parkway
Waterbury, CT 06708
Telephone (203) 575-8155
Email amaggi@nvcc.commnet.edu

Award

This RFP is not a contract and, alone shall not be interpreted as such. Rather this RFP only serves as the instrument through which proposals are solicited. NVCC will pursue negotiations with the highest scoring proposal. If, for some reason, NVCC and the initial proposer fail to reach consensus on the issues relative to a contract, then NVCC may commence contract negotiations with other proposers. NVCC may decide at any time to start the RFP process again.

Naugatuck Valley Community College shall be the sole judge of the responsiveness, appropriateness and completeness of any and all proposals. Naugatuck Valley Community College reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. Naugatuck Valley Community College also reserves the right to waive any irregularity in any proposal received.

Proposals will be evaluated by a committee appointed by the college.

The Contractor shall have in good standing serviced and maintained for not less than two (2) years, facilities of the same grade and type to be serviced at NVCC. The Contractor shall include with the proposal a list of two (2) contract customers, of the four (4) references needed, to be of equal size and complexity where service, as described herein, has been provided. NVCC retains the option of contacting any or all of those listed for reference purposes.

VALIDITY OF PROPOSAL

Proposals shall be considered valid for 90 days from the proposal submission deadline.

SIGNATURE

Proposals must be signed by an officer of the company who is authorized to bind the company by contract, listing name, title and date of signing.

BID EVALUATION

The College will determine which responses are to be considered for evaluation and will determine the successful vendor. A team led by the Facilities Department and the Purchasing Department, following the College's policies and procedures, will conduct the evaluation process. The college reserves the right to reject any and all proposals, wholly or in part, and waive any irregularities in the RFQ process.

INFORMATION TO BE SUPPLIED BY CONTRACTOR

- Statement of Ownership/experience
- Copy of insurance certificate
- References. At least four references must be submitted with the bid. Current references from Colleges in Connecticut will be viewed upon favorably.
- Proof of all required permits.
- Provide Disposal Cost Breakdown based on the following:

Trash Compactor-
Monthly Compactor Rental
Haul Charge
Disposal Fee (per ton)

Single Stream Recycling Container-
Monthly Container Rental
Haul Charge
Disposal Fee (per ton)

30 YD Roll-off Container-
Haul Charge
Disposal Fee (per ton)

SPECIFICATIONS

Contract Period

It is the intention of NVCC to award an exclusive contract for waste removal service privileges to the contractor. The contract shall be in force for a period of one (1) year, commencing on November 1, 2020 through October 31, 2021. The contract shall be renewable each year through October 31, 2026 at the discretion of Naugatuck Valley Community College Director of Purchasing.

CONTRACTOR'S RESPONSIBILITIES:

1. The Contractor is responsible for any required permits, fees, notices, etc. for any federal, state, or local government agency having jurisdiction over the project.
2. The Contractor shall be responsible for maintaining an environment in compliance with all rules, regulations, and codes covering an occupied school facility.
3. The successful bidder shall provide insurance certificates for minimum insurance coverage as follows:

	Each Occurrence	Aggregate
GENERAL LIABILITY		
Bodily Injury Liability	\$ 1,000,000	\$ 2,000,000
Property Damage	\$ 1,000,000	\$ 2,000,000
OR		
Bodily Injury & Property Damage Combined	\$ 1, 000,000	\$ 2,000,000
AUTOMOBILE LIABILITY		
Bodily Injury & Property Damage Combined Single Limit	\$ 1,000,000	
EXCESS LIABILITY		
Commercial Umbrella Coverage	\$ 1,000,000	\$ 1, 000,000
WORKERS' COMPENSATION & EMPLOYERS' LIABILITY		
Each Accident	\$ 500,000	
Disease-Policy Limit	\$ 500,000	
Disease-Each Employee	\$ 500,000	

4. Standard Wage Rate: Contractor must comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage rates for Certain Service Workers and must pay wages in accordance with current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at: <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm>

Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (806) 263-6790 or his designated representative.

5. All employees of the Contractor shall be considered to be solely in the Contractor's employ. All employees must be bondable or the Contractor accepts all liability for all employees that are not bonded. The Contractor agrees to replace any employee deemed unsuitable by the College.

6. The vehicles utilized for this contract will not be in violation of any Connecticut Department of Motor Vehicles or Federal Safety Motor Carrier Administration safety regulations. Vendor performance may be subject to Connecticut DMV review and outstanding violations may result in contract termination.

7. Contractor will render itemized bills to the College, who in turn will make payment to the Contractor after service has been performed.

SCOPE OF WORK:

- The Contractor shall furnish (1) self-contained compactor and (1) recycle dumpster.
- Provide all labor, equipment and material necessary to properly perform the rubbish removal service as specified in the proposal schedule.
- All containers furnished shall be cleaned inside and outside and disinfected periodically to the satisfaction of the College.
- All pickups shall be made on the dates and times directed by the College. The self-contained compactor shall be emptied twice a month while school is in session and once a month during semester breaks in summer and winter. The recycle container shall be emptied once a month unless the Contractor is called by the College to empty it before it's scheduled. Containers shall be placed in the areas designated by the College.
- Recycling container shall be clearly marked/identified as "RECYCLING ONLY"
- Contractor shall not sub-contract any portion of this contract without the written preapproval of the College.

- Upon completion of the Contract, Contractor shall remove the containers to coincide with the expiration date. The College will not be responsible for use of or damage to containers which remain on site after the contract expiration date.

NON-PERFORMANCE EVALUATIONS:

- The College reserves the right to terminate this agreement prior to any Contract termination date if either service, equipment, or Contract performance and conduct, as judged by the College, does not meet acceptable standards.
- If the Contractor fails to render continued satisfactory service during the term of their Contract, the College may cancel the Contract at any time.

SPECIAL TERMS AND CONDITIONS:

1. The risk of loss, and the sole responsibility, for all equipment together with all contents thereof, and other Contractor provided equipment shall be that of the Contractor and not NVCC.
2. The contractor shall be responsible for the repair or replacement cost of any damage to NVCC property caused by the use, misuse, or negligence of the contractors. The Contractor is responsible for reporting, in writing, within 72 hours the occurrence of damage to State property. Failure to report the damage within the specified time may be cause for termination of this contract.
3. Purchases made by the State of Connecticut are exempt from the payment of Federal excise Tax, Transportation Tax and Connecticut Sales and Use Tax. The aforementioned taxes must not be included in the bid prices.
4. The Contractor shall have and maintain all required permits current, and be in good standing with the CCRA or regional authority. Any change in status must be reported to the College in writing within 24 hours.
5. Contractors shall adhere to all State and local regulations and Statutes governing rubbish collection and disposal.

Forms attached, please return applicable with bid:

- CHRO Notification to Bidders
- OPM Ethics Form 1
- OPM Ethics Form 5
- OPM Ethics Form 7
- OPM Non Discrimination Form B
- OPM Non Discrimination Form C
- SEEC Form 11 Notice to Executive Branch State Contractors
- State of CT Statement of Qualifications