Request for Proposal
# CGP120806

Hazardous Waste Disposal
For the University of Connecticut Main Campus in Storrs,
Regional Campuses and the University of Connecticut Health Center in Farmington

<table>
<thead>
<tr>
<th>Date Issued</th>
<th>Pre-Proposal Meeting</th>
<th>Proposal Due Date</th>
<th>Prepared By</th>
<th>Telephone #</th>
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</thead>
<tbody>
<tr>
<td>December 8, 2006</td>
<td>December 19, 2006 @ 10:00 a.m.</td>
<td>January 5, 2006 @ 2:00 p.m.</td>
<td>Cathleen G. Paquette Purchasing Agent II</td>
<td>(860) 486-2620</td>
</tr>
</tbody>
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Invitation to Submit Proposal
Hazardous Waste Disposal
RFP #CGP120806

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from experienced and qualified vendors to provide Hazardous Waste Disposal Services. The University's average annual requirements total approximately $200,000.00 per year. In addition, the requirements at the University Health Center average approximately $47,000.00 annually. This information is provided for informational purpose only and should not be construed as a commitment by the University to any annual volume of purchases.

Firms shall promptly notify the University of any ambiguity, inconsistency or error that they may discover upon examination of these documents.

A firm requiring clarification or interpretation of the RFP shall make a written request to the University to be received at least seven (7) days prior to the date for receipt of proposals via facsimile to (860) 486-5051, by e-mail to cathleen.paquette@uconn.edu or by mail to:

Cathleen Paquette
Purchasing Department
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076

Any interpretation, correction, or change of this RFP shall be made by addendum as issued by the University Purchasing Department. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and firms shall not rely upon such interpretations, corrections or changes. All addenda shall be mailed or delivered to all that are known to have received the RFP. No addenda shall be issued later than seven (7) days prior to the date for receipt of proposals except an addendum, if necessary, postponing the date for receipt of proposals or withdrawing the proposal.

A pre-proposal meeting will be held at 10:00 a.m. on Tuesday, December 19, 2006 at the Purchasing Department, 3 North Hillside Road, Storrs, Connecticut. Attendance at this meeting is encouraged, as this will be the only opportunity for interested parties to inspect the site to familiarize themselves with the scope of this contract and existing conditions. Failure to attend this conference shall not relieve the firm of this responsibility nor entitle them to any additional consideration or compensation with respect to this contract.

The purpose of this meeting will be review the project scope and to afford vendors the opportunity to identify any inconsistencies in the contract documents. Should vendor(s) fail to identify inconsistencies at this time it shall be assumed that they have completed a thorough review of the documents, have a clear understanding of the requirements of the contract and have submitted their proposal accordingly. Failure to attend this conference shall not relieve firms of this responsibility nor entitle them to any additional consideration or compensation with respect to this contract.

Any and all amendments, clarifications or additions to the contract documents identified at this meeting shall be included in a written addendum to be issued to all of those that have taken out copies of the contract documents.

Proposals must be received in the Purchasing Department by 2:00 p.m. on January 5, 2006 at which time they will be publicly opened. Proposals, amendments to, or requests for withdrawal received after the time and date set for receipt will not be accepted. Proposals must be submitted on the forms supplied and in the manner prescribed.
Section I
Requirements

1.0 Scope of Project
The University's main campus is located in Storrs, Connecticut. Vendors should also be prepared to meet the needs of the University's regional campuses located at Avery Point, Hartford, West Hartford, Waterbury, Stamford and Torrington and the University of Connecticut Health Center, located in Farmington.

In soliciting proposals, it is the University's intent to establish a multi-vendor contract for the packaging, labeling, transporting and disposal of hazardous waste generated by the University of Connecticut, including the University’s Health Center located in Farmington CT. The disposal of waste in this solicitation shall be accomplished in accordance with all Federal, State, and local statutes, laws, rules, regulation, and ordinances.

1.1 Qualification of Bidders
A. Proposals will be considered from vendors with a demonstrated history of successfully providing similar services to other institutions of higher education or private sector corporations with similar volumes and needs.
B. Vendors must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendor's proposal.
C. The University will reject any proposal and void any award resulting from this RFP to a vendor who makes any material misrepresentation in their proposal.
D. The University reserves the right to request a vendor site visit, and may use the visit as a basis for accepting or rejecting their proposal.
E. The University shall make such investigations as deemed necessary to determine a vendor’s ability to provide the specified goods and services and to perform in an expeditious (workmanlike) manner. The University reserves the right to reject any proposal if evidence submitted, or gained through investigation, fails to satisfy the University that a vendor is properly qualified to carry out the obligations of any contract established pursuant to this RFP.

1.2 Service Requirements
To receive consideration, the successful firm(s) must meet the following mandatory service requirements.
A. The successful firm(s) will schedule waste pickup on a monthly basis or as needed.
B. The successful firm(s) shall use only sites having EPA permits for treatment, storage and disposal of waste.
C. All vehicles used for transport must meet all applicable DOT regulations.
   1. The successful firm(s) shall provide all necessary transport vehicle placards as required by law.
   2. Only properly equipped, enclosed trucks shall be used for transportation.
D. The successful firm(s) shall prepare all necessary shipping manifests, land disposal restriction notifications, and all other necessary shipping papers according to Federal, State and local laws. Before shipping University hazardous waste off-site, the successful firm(s) will present shipping manifests and other necessary shipping papers to the University’s representative for review and signature.
E. The successful firm(s) shall provide the University with Certificates of Destruction and tracking reports from the corresponding recycling, incineration, treatment and/or disposal sites on a quarterly basis. These reports must include the name of the end disposal facility and the date(s) of destruction.
F. The successful firm(s) will not be allowed to subcontract for any services provided under this contract without prior approval from the University.

G. The successful firm(s) shall ensure that all waste is handled, segregated, marked and labeled in compliance with all Federal and State laws and any regulation pertaining to occupational safety, environmental protection and hazardous material management.

H. All hazardous waste (labpack) shall be packaged in containers meeting the requirements of 49 CFR and applicable D.O.T regulations. All waste shall be fully identified on a drum inventory sheet for each labpack container.

I. The successful firm(s) shall provide and maintain sufficient chemical emergency response equipment to deal effectively with accidents involving hazardous material and waste removal. Accidents that occur during the performance of this contract must be promptly mitigated by the successful firm(s) without additional charge to the University. The University reserves the right to have emergency mitigation services performed by other means, if in the judgment of the University the successful firm fails to properly respond to an emergency situation. The successful firm(s) will be responsible for any of these additional charges.

J. The successful firm(s) shall provide a 24 hour, 7-day/week emergency call number.

K. The successful firm(s) shall allow for self-packaging of labpacks by Environmental Health and Safety staff, based on mutual consent of the lab pack profile.

L. The successful firm(s) shall respond to requests for services from the University within two (2) weeks of the date of the service request. All drums packaged by the successful firm(s) shall be removed from the premises of the University within ten (10) days of the completion of packaging.

M. The successful firm(s) shall maintain written profiles of existing waste streams, and develop profiles for new waste streams without cost to the University.

N. Laboratory analysis will be provided by the successful firm(s), at no additional cost to the University, only upon the request of the University. Only those laboratories approved by the University will be used. Copies of analytical results obtained on behalf of the University will be provided to the University. A Laboratory Analyst must sign analytical reports.

1.3 Required Documentation

A. All firms shall **submit a detailed description** of their personnel health and training programs

B. All firms shall **describe their capabilities** for providing the following services
   1. emergency response capabilities, with timetable for response
   2. on-site chemical characterization of unknowns
   3. drum tracking system
   4. on-site stabilization of explosives, reactives, unstable and shock sensitive materials
   5. preparation of packing lists and bulk characterization forms

C. All firms shall **submit a list of proposed treatment, incineration, or landfill sites**. The list shall be accompanied by copies of letters issued by applicable regulatory agency in granting a RCRA Part B permits and all other applicable permits to the corresponding sites. The successful firm(s) shall transport University-generated hazardous wastes only to those permitted sites approved by the University.
D. All firms shall list any other value added services available to the University, such as, annual 8-hour OSHA training, regulatory update Seminars, RCRA/DOT refresher, biennial report preparation.

1.4 University of Connecticut Conditions

A. The University will not sign indemnity or hold-harmless agreements with treatment, storage and disposal sites.

B. The University reserves the right to audit the successful firm(s’) TSDF’s. This audit will be done on an annual basis, involve two University employees, (one Purchasing), (one EH&S), with the successful firm(s) incurring all travel expenses.

1.5 Work Hours

The work shall be performed during normal working hours, except as otherwise directed or approved by the University. “Normal working hours” is defined to be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding State holidays. Work appointments must be made 24 hours in advance.

1.6 Pricing

Costs associated with every aspect of equipment, materials, service and overhead necessary to provide the services as specified herein must be made explicit in the vendor's reply. The University will not be responsible for any costs incurred by the vendor that are not included in the price schedule offered.

A. Unit Pricing

An hourly rate for labor will be provided as a separate charge.

Unit pricing shall include only the supplies, equipment and fees for packaging, drums, transportation and disposal. Labor will be paid based on the actual man-hours of on-site labor required for each pickup to a maximum of 30 hours. (No overtime or travel time shall be included in the cost of labor.)

B. All prices shall remain fixed for a minimum of twelve (12) months. Price increases thereafter, and for the duration of this contract, will only be allowed:

♦ when price increases are based on a documented change in the vendor's net cost of providing services or other discounts allowed,
♦ when the documented increases are in accordance with the latest issue of the Consumer Price Index (CPI), and
♦ when the University is notified of the increase a minimum of thirty (30) days prior to the effective date, and
♦ when the vendor provides the University any and all documentation it may require to support said increase.

All pickup orders dated prior to the effective date of a new price schedule shall be honored by the vendor at the prices in effect on that date.

1.7 Taxes

The University of Connecticut is exempt from federal excise taxes, and no payment will be made for any taxes levied on the vendor's employees' wages. The University is exempt from state and local sales and use taxes on the services and/or equipment supplied pursuant to this agreement.
1.8 **Additional Costs**

Costs associated with every aspect of labor, materials and service necessary to provide the commodity as specified herein must be included in the net pricing. The University shall not be responsible for any costs incurred by the vendor that are not included in the response.

1.9 **Timetable**

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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>December 8, 2006</td>
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<tr>
<td>Pre-Proposal Meeting</td>
<td>December 19, 2006 @ 10:00 a.m.</td>
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<tr>
<td>Closing Date for inquiries</td>
<td>December 22, 2006</td>
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<tr>
<td>Responses Due</td>
<td>January 5, 2006</td>
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<tr>
<td>Award</td>
<td>February 2007</td>
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Section II
Terms & Conditions

2.0 Term
The term of any contract resulting from this RFP shall be from March 1, 2007 to June 30, 2008 with options to extend for five (5) additional one (1) year terms. Said options will only be exercised upon satisfactory performance and by mutual consent of both parties.

2.1 Payment Terms
The University's payment terms are 2% 15 days net 45 days. These terms shall be honored unless otherwise stated. The University will authorize payment to the vendor after providing satisfactory product and receipt of the vendor's invoice.

2.2 Invoicing – UConn Main Campus, Branches and Extension Offices
Invoices and inquiries regarding same shall be directed to: The University of Connecticut, Accounts Payable Department, 3 North Hillside Road, Unit 6080, Storrs, CT 06269-6080; (860) 486-4137.

All invoices, acknowledgements and any other correspondence must reflect the appropriate PO number.

The successful vendor must be able to accept payment by: Conventional check
EFT (e-invoicing)

2.3 Statutory/Regulatory Compliance
The vendor shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations, and orders of the state and federal governments or public bodies having jurisdiction affecting any contract which may result from this request for proposal.

2.4 Remedies Upon Default
In any case where the vendor has failed to deliver or has delivered non-conforming goods or services, the university shall provide a "notice to cure". If after notice the vendor continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting vendor.

2.5 Collection for Default
The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.

2.6 Immunity from Liability
Every person who is a party to this agreement is hereby notified and agrees that the University, and its agents, are immune from liability and suit for or from the vendor's activities involving third parties and arising from any contract which may result from this solicitation.

2.7 Indemnification
The vendor agrees to jointly and severally indemnify and hold the University, its agents and successors, and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the state may incur or sustain by reason of the failure of the vendor to fully perform and comply with the terms and obligations of this agreement.

It is understood and agreed that the successful vendor shall not be held liable for any failure or delays in the fulfillment of the contract arising from strikes, fires or acts of God, or any other cause or causes beyond reasonable control.
2.8 Contract Termination for Cause
The University may terminate any resulting contract for cause by providing a Notice to Cure to the contractor citing the instance of noncompliance with the contract.

A. The contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

B. If the contractor and the University reach an agreed upon solution, the contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

C. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of the Notice to Cure by the contractor, the University reserves the right to terminate the contract.

D. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

2.9 Prevailing Law
The terms and provisions of this RFP and any ensuing contract shall be construed in accordance with the laws of the State of Connecticut.

2.10 Promotion
Unless specifically authorized in writing by the University on a case by case basis, vendor shall have no right to use, and shall not use, the name of The University of Connecticut, its officials or employees, or the Seal of the University: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of contractor's products or services; nor (c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

2.11 Ethics and Compliance Hotline
In accordance with the University’s compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University’s compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

2.12 Equal Employment Opportunity Requirements

The bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The bidder shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.
2.13 Executive Order No. Sixteen
This contract (or any contract resulting from this solicitation) is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be cancelled, terminated or suspended by the University for violation of, or noncompliance with, said Executive Order No. Sixteen which governs violence in the workplace. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

2.14 Ethical Considerations
Respondent hereby certifies that: no elected or appointed official or employee or student of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. (See also Attachment of Governor Rell’s Memo to Vendors Conducting Business with the State of Connecticut)

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee’s acts, opinion, judgment or exercise of discretion with respect to that employee’s duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See Code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. Vendor agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.

2.15 Executive Order 7C
This Agreement is subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Agreement, as part of the consideration hereof, agree that:

a. The State Contracting Standards Board (“Board”) may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

b. For purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

c. Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
Section III
Supplemental Terms & Conditions

3.0 Contractor Status

A. The contractor shall not be an employee of the University, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments that shall bind the University, or to otherwise act on behalf of the University except as the University may expressly authorize in writing.

B. Personnel used for the performance of this work shall be properly trained and qualified for work of this type. The University reserves the right to refuse to accept services from any personnel deemed by the University to be unqualified, disorderly or otherwise unable to perform assigned work.

3.1 Safety
The contractor shall provide all necessary safeguards for safety and protection, as set forth by the State of Connecticut, the United States Department of Labor Occupational Safety and Health Administration.

3.2 Quality of Workmanship:
All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of the University. The contractor shall promptly correct any area of service, testing or inspection that has been determined to be unsatisfactory by the University, at no additional expense.

3.3 Responsibility for Those Performing the Work
The contractor shall be responsible for the acts and omissions of all the firm's employees and all subcontractor employees, their agents and all other persons performing any of the work under a contract with the contractor. The contractor shall at all times enforce strict discipline and good order among the contractor's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned. The contractor shall dismiss incompetent or incorrigible employees from the project when so determined by the University, and such persons shall be prohibited from returning to the work site without written consent from the University.

3.4 Warranty
All services provided to the University shall be fully and unconditionally guaranteed by the vendor.

3.5 Work Site Conditions
Unless directed otherwise by the designated University representative, the contractor shall:

A. Perform work under this contract in such a manner as to not to interrupt or interfere with the operation of activities within the buildings and surrounding University facilities.

B. Store its apparatus, supplies, materials and equipment in an orderly fashion so as not to interfere with the progress of the contractor's work, the work of the University or any other contractor employed by the University.

3.6 Work Site Damages:
Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense, except such as may be directly due to the sole negligence of employees of the University.

3.7 Parking on Campus
The vendor must make it’s own provisions for parking for the term of the contract, contact Transportation and Parking Services at (860) 486-4930 to get details relating to this requirement.
3.8 Delivery Requirements
The University is in the midst of an ambitious, campus-wide building campaign which has resulted in the closing and/or relocation of roads and driveways through the Storrs campus, oft times resulting in traffic congestion and making access to buildings and parking at the University difficult.

In order to safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all vendors are reminded that the following rules and considerations will be required when making deliveries to any University of Connecticut campus:

- Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety.

  **Pedestrians have the right of way at all times.**

- All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.

- Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and chronic violators may be barred from doing business with the University. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.
4.0 **Each firm, by submitting a proposal, represents that the firm has:**

A. Read and completely understands the proposal documents and attachments thereto.

B. Is familiar with the conditions under which services would be provided, including availability and cost of goods and labor.

C. Understands and agrees that all proposals must conform to the instructions and conditions contained herein to receive consideration.

4.1 **Form of Proposal**

Bidders must complete all sections of the *Form of Proposal*. Please note that the spaces provided for acknowledgement of addenda may be left blank if no addenda are issued.

Proposals shall include the full name of the vendor submitting the proposal and shall bear the signature of the principle duly authorized to execute contracts for the vendor. The name of each person signing the documents shall be typed or printed below the signature.

All proposals must be submitted on and in accordance with this document. If more space is required to furnish a description of the services offered, the vendor may attach a letter hereto which will be made a part of the proposal.

All erasures or corrections shall be initialed by the person(s) signing the proposal.

**Schedule of Prices for Services**

The Schedule of Prices for Services is a representative sampling of common requirements at the University of Connecticut. See *Section I*, paragraph 1.6 for a complete definition of the pricing requirements.

Waste identification sheets for the common bulk drums listed are located in *Appendix I*.

4.2 **Exceptions to Specifications**

No exceptions to the specifications will be allowed.

4.3 **Required Documentation**

Documentation as specified in *Section I*, paragraph 1.3

1. Detailed description of personnel health and training programs

2. Description of capabilities for providing:
   a. emergency response capabilities, with timetable for response
   b. on-site chemical characterization of unknowns
   c. drum tracking system
   d. on-site stabilization of explosives, reactives, unstable and shock sensitive materials
   e. preparation of packing lists and bulk characterization forms

3. List of proposed treatment, incineration, or landfill sites

4. Documentation demonstrating the firm’s ability to handle radioactive waste and/or “mixed” waste

5. List of any other value added services available to the University
4.4 Bidder’s Qualification Statement
Complete the Bidder’s Qualification Statement (pages 30-32) including a minimum of five (5) references currently using services of the type being offered. At a minimum, the customer's name, the name of a contact person, an e-mail address and a telephone number shall be provided.

4.5 State of Connecticut Commission on Human Rights and Opportunities (CHRO)
Bidders Contract Compliance Report

4.6 Insurance Requirements and Surety
Firms are required to submit to the Purchasing Department at Storrs, as part of the response, a Certificate of Insurance executed by an insurance company licensed to do business in the State of Connecticut, with the following requirements:

A. Worker's Compensation Insurance consistent with the amounts required by the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker's Compensation shall not be deemed a satisfactory alternative to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University.

B. Public Liability Insurance in the amount of $1,000,000.00

C. Property Damage Insurance in the amount of $1,000,000.00

D. Auto Liability Insurance in the amount of $1,000,000.00

4.7 Affidavit Requirements
The University of Connecticut, as a public institution, is bound by legislated and mandated procurement guidelines to protect the public interest. Recent additions to these guidelines require that the majority of contracts in excess of $50,000.00 to be supported by Affidavits regarding Consulting Agreements, Gifts to State Employees and Campaign Contributions. In addition contracts in excess of $500,000.00 must be supported by Affidavits regarding Consulting Agreements, Gifts of State employees, Agency Certification, Campaign Contributions and evidence of the receipt of the Summary of State Ethics Guidelines. Information regarding these requirements can be found at the following web site:

http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm

All required forms must be filled out, notarized and submitted with the response to this RFP.

4.8 Multiple Proposals
The University is seeking proposals that meet its requirements as outlined in this solicitation. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc. and submitted separately.

4.9 Submittal of Proposals
A. Responses must be submitted to the University of Connecticut Purchasing Department, 3 North Hillside Road, Unit 6076, Storrs, CT 06269-6076. Firms must submit one original and three copies of their response in a parcel clearly identified with the name and address of the bidder and the designation "RFP #CGP042506: On-Campus Moving Services". No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified. All submittals must be received by 2:00 p.m. on January 5, 2006. At that time proposals will be opened and only the names of the vendors will be read publicly.

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B. The complete response to this RFP shall include the following documentation:
   1. Form of Proposal (pages 18-20)
   2. Required Documents (per Section I, paragraph 1.3)
   3. Bidders Qualification Statement, including references (pages 30-32)
   4. Gift Affidavit (notarized)
   5. Consulting Affidavit (notarized)
   6. Campaign Contribution Affidavit (notarized)
   7. Certificate of Insurance

C. Each vendor shall be solely responsible for the delivery of their proposal to the University at the place and before the time as specified in paragraph A. above.

D. Any proposal received after the time and date specified for the receipt of proposals shall not be considered and shall be returned unopened.

E. No oral, telephonic, telegraphic or facsimile proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open the proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

F. Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation that would further define or expand the contractual relationship between the University and the vendor.

4.8 Conditional/Qualified Proposals
   A conditional or qualified proposal will not be accepted by the University.

4.9 Incomplete Information
   Failure to complete or provide any of the information requested herein, including all requested literature, detailed performance and operating specifications and/or additional information as indicated, may disqualify a vendor for reasons of non-responsiveness.

4.10 Minor Technicalities
   The University reserves the right to reject any or all proposals submitted for consideration, in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgement, the best interest of the University will be served. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected.

4.11 Modification Or Withdrawal Of Proposals Will Be Executed As Follows:

   A. A proposal shall not be modified, withdrawn or canceled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of proposals and the bidder so agrees in submitting a proposal.

   B. Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals. Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.
4.12 **Severability**
The parties understand and agree that if a court holds any part, term or provision of the RFP and resulting agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and parties’ right and obligations shall be construed and enforced as if the RFP or agreement did not contain the particular invalid provision.

4.13 **Obligations**
The contents of the Request for Proposal, the proposal of the successful bidder and any purchase order issued shall become a part of the contractual obligation incorporated by reference into the ensuing contract.
Section V
Award

5.0 Method of Award
Each proposal will be evaluated by using points-earned matrix. The award shall be made to the most responsive and responsible suppliers offering the best value and most economical proposals based on the matrix scores as determined by the University. All vendors, in submitting proposals, concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

5.1 Evaluation
All proposals will be evaluated by using the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Services</td>
<td>35</td>
</tr>
<tr>
<td>Vendor’s Demonstrated Abilities (previous contracts/references)</td>
<td>20</td>
</tr>
<tr>
<td>Ability to meet mandatory requirements in Section I</td>
<td>20</td>
</tr>
<tr>
<td>Site Visit (if requested)</td>
<td>5/0</td>
</tr>
<tr>
<td>Additional Services Offered</td>
<td>15</td>
</tr>
<tr>
<td>Proposed Treatment Sites</td>
<td>5</td>
</tr>
<tr>
<td>Financial Ability</td>
<td>5</td>
</tr>
</tbody>
</table>

The University reserves the right to conduct any test it may deem advisable to make accurate evaluations.

5.2 Presentation
Vendors may be asked to discuss their written responses to this document at a presentation on the Storrs campus on dates mutually agreed upon by the vendor and the University. If a vendor is requested to make a presentation, the vendor will make the necessary arrangements and bear any costs associated with the demonstration/evaluation.

5.3 Contract Award
A. The University reserves the right to award a contract not based on price alone but on the basis of the proposal which best meets the needs of the University. The University also reserves the right to award by item, groups of items or total proposal.

B. Any vendor awarded a contract pursuant to this solicitation shall be subject to annual performance evaluations by the University. Such evaluations will constitute a review of the vendor's performance relative to timeliness, accuracy, quality, and cost competitiveness.

5.4 Contract Agreement
The selected vendor shall, within ten (10) calendar days after receipt of a “Notice of Award”, enter into a written contract with the University.

5.5 Assignment/Modification
Neither party shall have the right to assign any Agreement without the written consent of the other party. Neither may this agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.
FORM OF PROPOSAL
#CGP120806

To: The University of Connecticut  
Purchasing Department  
3 North Hillside Road, Unit 6076  
Storrs, CT 06269-6076

January 5, 2007

1. The undersigned bidder, in response to your RFP for proposals for the above referenced contract, having examined the Request for Proposal, hereby proposes to provide On-Campus Moving Services in accordance with the proposal attached hereto.

   Bidder acknowledges receipt of the following addenda that are a part of the bidding documents:

   #1________________  #2 ________________    #3_______________  
date         date     date

2. Bidder understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

3. Bidder agrees that this proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening of the proposals.

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

5. Pricing  ____ Per attached page 19.

6. Payment terms: _____________________

Signed this ____________ day of ______________________________, 20_____

Firm Name: ________________________________________________

Address: ________________________________________________

________________________________________________________

F.E.I.N.  ________________________________________________

Telephone: ________________________________________________

Fax:   ________________________________________________

Duly Authorized ________________________________________________

Signature

Printed Name

Title: ______________________________________________________
**FORM OF PROPOSAL**
#CGP120806
Price Schedule

**Labor:**
Labor will be paid based on the actual man-hours of on-site labor required for each pickup to a maximum of 30 hours. (No overtime or travel time shall be included in the cost of labor.)

**Hourly Rate for labor:** $_____________

**Unit Pricing:**
Include only the supplies, equipment and fees for packaging, drums, transportation and disposal.

<table>
<thead>
<tr>
<th>Hazardous Waste Lab Pack Removal Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Treatment Method (by EPA MM * Codes)</strong></td>
</tr>
<tr>
<td>-----------------------------------------</td>
</tr>
<tr>
<td>Incineration</td>
</tr>
<tr>
<td>Chemical Stabilization / Treatment</td>
</tr>
<tr>
<td>Secure Landfill</td>
</tr>
<tr>
<td>Fuel Blending</td>
</tr>
<tr>
<td>Reactives **</td>
</tr>
<tr>
<td>Ni/Cd Batteries</td>
</tr>
<tr>
<td>NiMH Batteries</td>
</tr>
<tr>
<td>Pb/Acid Batteries</td>
</tr>
<tr>
<td>Lithium Batteries</td>
</tr>
<tr>
<td>PCBs, devices</td>
</tr>
<tr>
<td>&lt;50 ppm</td>
</tr>
<tr>
<td>50-500 ppm</td>
</tr>
<tr>
<td>&gt;500 ppm</td>
</tr>
<tr>
<td>Mercury, elemental</td>
</tr>
<tr>
<td>Mercury, spill debris</td>
</tr>
<tr>
<td>Mercury salts, &lt;260 ppm</td>
</tr>
<tr>
<td>Mercury salts, &gt;260 ppm</td>
</tr>
<tr>
<td>Fluorescent Light Bulbs</td>
</tr>
</tbody>
</table>

* EPA Management Method Codes

**Reactives may be broken down and defined as per 40CFR261.23: attach additional sheets as necessary**
The following is a list of the ten most common bulk drums shipped from the University of Connecticut. Please submit a quote for each item, the disposal technology used and the primary (or most likely) end disposal facility for each waste stream. All prices should be based on fifty-five (55) gallon D.O.T. approved containers. See Appendix I for waste identification sheets. Price must include replacement D.O.T. approved drum.

<table>
<thead>
<tr>
<th>Treatment Method (by EPA MM* Codes)</th>
<th>Primary or Most Likely End Disposal Facility (by EPA ID #)</th>
<th>Container Size</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inorganic Acids/Metals Solutions</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
<tr>
<td>Non-Halogenated Solvents</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
<tr>
<td>Halogenated Solvents</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
<tr>
<td>Waste Oil</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
<tr>
<td>Ethylene Glycol based Antifreeze</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
<tr>
<td>Contaminated Silica Gel and Lab Wipes</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
<tr>
<td>Non-Haz, Non-DOT Regulated Solids - Incineration</td>
<td></td>
<td>Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>Non-Haz, Non-DOT Regulated Solids - Incineration</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
<tr>
<td>Non-Haz, Non-DOT Regulated Solids - Landfill</td>
<td></td>
<td>Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>Non-Haz, Non-DOT Regulated Solids - Landfill</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
<tr>
<td>Formalin and Ethidium Bromide Solutions</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
<tr>
<td>Lead (Pb) Contaminated Debris</td>
<td></td>
<td>55 gallon</td>
<td></td>
</tr>
</tbody>
</table>

*EPA Management Method Codes
Description: INORGANIC ACID/METAL SOLUTIONS

Contents:
- Water 60-80%
- Hydrochloric Acid 5-15%
- Sulfuric Acid 5-15%
- Nitric Acid <5%
- Hydrofluoric Acid <1%
- Silver Nitrate\(^{D011}\) <1%
- Lead Chloride\(^{D008}\) <1%
- Cadmium Chloride\(^{D006}\) <1%
- Potassium Chromate\(^{D007}\) <1%
- Copper Sulfate <1%
- Barium Chloride\(^{D005}\) <1%
- Antimony Nitrate <1%

Physical Characteristics:
- pH <2\(^{D002}\)
- flash point >200°F
- acidic odor
- low viscosity
- single phase liquid
- color varies
- no sulfides, cyanides, pesticides, PCB's, solvents

Reportable Quantity: 100 pounds (D002)

Anticipated Volume:
- ten 55gal drums per year (UN 1H1 drum)

Proper D.O.T. Shipping Name:
- R.Q. Waste Corrosive Liquids, n.o.s., 8, UN1760, PGII
  (Hydrochloric Acid, Sulfuric Acid)

EPA/State Waste No(s): D002, D005, D006, D007, D008, D011

Preferred Means of Disposal: Waste Water Treatment
Description: NON-HALOGENATED SOLVENTS

Contents:
- Toluene\(^{F005}\) 15-30%
- Xylenes\(^{F003}\) 15-30%
- Methanol\(^{F003}\) 15-30%
- Ethanol 10-20%
- Propanols 5-10%
- Acetone\(^{F003}\) 5-10%
- Water 5-10%
- Methyl Ethyl Ketone\(^{D035}\) 1-5%
- Ethyl Acetate\(^{F003}\) 1-5%
- Tetrahydrofuran 1-5%
- Benzene\(^{D018}\) 1-5%
- Hexanes 1-5%

Physical Characteristics:
- pH range 6-8
- mild petroleum odor
- flash point range 60-100\(^{\circ}\)\(F\)\(^{D001}\)
- single phase liquid
- low viscosity
- no sulfides, cyanides, pesticides, PCB's, heavy metals

Reportable Quantity: 10 pounds (D018)

Anticipated Volume:
- Thirty 55gal drums per year (UN 1A1 drum)

Proper D.O.T. Shipping Name:
- R.Q. Waste Flammable Liquids, n.o.s., 3, UN1993, PG II (Toluene, Methanol)

EPA/State Waste No(s): D001, D018, D035, F003, F005

Preferred Means of Disposal: Fuels Blending
Description: **HALOGENATED SOLVENTS**

Contents:

- Methylene Chloride\(^{F002}\) 10-30%
- Toluene\(^{F005}\) 10-30%
- Methanol\(^{F003}\) 10-30%
- Ethanol 10-30%
- Ethyl Acetate 10-20%
- Chloroform\(^{D022}\) 5-10%
- Hexanes 5-10%
- Xylenes\(^{F003}\) 5-10%
- Propanols 5-10%
- Water 5-10%
- Trichloroethylene\(^{D040}\) 1-5%
- Benzene\(^{D018}\) 1-5%
- Carbon Tetrachloride\(^{D019}\) 1-5%

Physical Characteristics:
- pH range 6-8
- flash point 60-100\(^{\circ}\)F\(^{D001}\)
- mild solvent odor
- color varies
- single phase liquid
- low viscosity
- no sulfides, cyanides, pesticides, PCB's, heavy metals

Reportable Quantity: 10 pounds (D018, D022)

Anticipated Volume: Twenty 55gal drums per year (UN 1A1 drum)

Proper D.O.T. Shipping Name:
- R.Q. Waste Flammable Liquids, Toxic, n.o.s., 3, UN1992, PG II (Methylene Chloride, Toluene)

EPA/State Waste No(s): D001, D018, D019, D022, D040, F002, F003, F005

Preferred Means of Disposal: Incineration
RFP #CGP120806
APPENDIX I

Description:          WASTE OIL

Contents:
        Motor Oil$_{CR02}$   40-60%
        Hydraulic Oil$_{CR02}$ 40-60%
        Vacuum Pump Oil  5-15%
        Water           <5%
        Sludge          <2%

Physical Characteristics:
        single phase liquid
        flash point >200°F
        mild petroleum odor
        dark brown liquid
        No sulfides, cyanides, pesticides, PCB's, solvents, metals

Reportable Quantity:  N.A.

Anticipated Volume:
        Fifteen 55gal drums per year (UN 1A1 or 1H1 drums)

Proper D.O.T. Shipping Name:  State Regulated Oil
                              (Motor Oil, Hydraulic Oil)

EPA/State Waste No(s):  CR02

Preferred Means of Disposal:  Recycling, Fuels Blending
Description: ETHYLENE GLYCOL & WATER

Contents:
Ethylene Glycol$^{CR04}$ 40-60%
Water 40-60%
Dye (green) trace

Physical Characteristics:
pH range 6-8
low viscosity
mild glycol odor
single phase liquid
flash point >200°F
transparent/green color
no sulfides, cyanides, pesticides, PCB's, or solvents

Reportable Quantity: 5000 pounds

Anticipated Volume:
six 55gal drums per year (UN 1H1 drums)

Proper D.O.T. Shipping Name:
State Regulated Material
(Ethylene Glycol)

EPA/State Waste No(s): CR04

Preferred Means of Disposal: Recycling/Incineration
Description: CONTAMINATED SILICA GEL and LAB WIPES

Contents:
- Silica 10-90%
- Gloves 10-30%
- Wipes 10-30%
- Paper 10-30%
- Water 1-10%
- Acetone <1%
- Ethanol <1%
- Ethyl Acetate <1%
- Chloroform\textsuperscript{D022} <1%
- Methanol <1%
- Ethyl Ether <1%
- Propanols <1%
- Methyl Ethyl Ketone <1%

Physical Characteristics:
- pH range N/A
- flash point >200°F
- mild solvent odor
- color varies
- single phase solid
- no sulfides, cyanides, pesticides, PCB's, heavy metals

Reportable Quantity: N/A

Anticipated Volume:
- four 55gal drums per year (UN 1A2 drum)

Proper D.O.T. Shipping Name:
- Hazardous Waste Solid, n.o.s., 9, UN3077, PG III
  (Chloroform, Acetone)

EPA/State Waste No(s): D022, DO35

Preferred Means of Disposal: Incineration
Description: Non-Hazardous, Non-DOT Regulated Solids, N.O.S.

Contents:

- Biological Stains & Dyes 5%
- Sugars & Carbohydrates 30%
- Carbon 5%
- Amino Acids 5%
- Sulfates, Phosphates, Carbonates, Chlorides, Tartrates, Acetates, Oxides, and Citrates of Iron, Calcium, Magnesium, Potassium, Sodium, Lithium, and Manganese 50%

Physical Characteristics:

- Carbohydrate odor
- Multi phase solid
- Color varies
- No sulfides, cyanides, pesticides, PCB’s, solvents

Reportable Quantity: NA

Anticipated Volume:

- Four cubic yard boxes per year

Proper D.O.T. Shipping Name:

- State Regulated Material, CR05

Preferred Means of Disposal: Incineration
Description: **FORMALDEHYDE & ETHIDIUM BROMIDE SOLUTIONS**

Contents:
- Water 70-80%
- Formaldehyde 5-15%
- Acetic Acid 1-5%
- Methanol <2%
- Sodium Carbonate <2%
- Ethidium Bromide <1%
- Phosphoric Acid <1%
- Trinitrophenol <0.2%
- Sludge <5%

Physical Characteristics:
- pH 5-10
- flash point >200°F
- mild aldehyde odor
- single phase liquid
- low viscosity
- clear to turbid appearance
- no sulfides, cyanides, pesticides, PCB's, heavy metals

Reportable Quantities:

Anticipated Volume:
- Twenty five 55gal drums per year (UN 1H1 drum)

Proper D.O.T. Shipping Name:
- Non-RCRA, Non-DOT Regulated Material
  (Ethidium Bromide, Formaldehyde)

EPA/State Waste No(s): CR04

Preferred Means of Disposal: Incineration
Description: Lead (Pb) Contaminated Debris

Contents:
- Brass (used/empty shell casings) 0-100%
- Wood 0-50%
- Plastic 0-30%
- Rags 0-30%
- Paint Chips 1-5%

Physical Characteristics:
- multi phase solid
- color varies
- no sulfides, cyanides, pesticides, PCB’s, solvents

Reportable Quantity: 10 lbs. (D008)

Anticipated Volume:
- four 55 gallons drums (UN 1A2) per year

Proper D.O.T. Shipping Name:
R.Q. Hazardous Waste Solids, n.o.s.,9,UN 3077, PG III (Lead)
BIDDER'S QUALIFICATION STATEMENT

RFP #CGP120806

All bidders are required to file this form, properly completed, WITH THEIR BID RESPONSE. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

   Name ________________________________.

2. How many years has this organization been in business under its present business name?

   Years? ________________________________.

3. Indicate all other names by which this organization has been known and the length of time known by each name:

   1. ________________________________

   2. ________________________________

   3. ________________________________

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

   Commodity/Service ________________________________

   Years? ____________

5. This firm is a: ______ Corporation ______ Partnership _________ Sole Proprietorship ________ Joint Venture ______ Other ________Women Owned ________Minority Business _________ Set Aside Contractor
6. **Provide names** all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be directly involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

<table>
<thead>
<tr>
<th>Name</th>
<th>Years</th>
<th>Years/supervisor</th>
<th>Telephone/Fax #s</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. **Trade References:** Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

_________________________________________________________
_________________________________________________________
_________________________________________________________

(Attach additional sheet if necessary)

8. **References:** List at least five (5) references for contracts of similar size and scope. At a minimum, the following information shall be included for each reference:

- Name and Address of client
- Name and e-mail address of a contact person familiar with the contract
- A brief description of the work performed
- Annual cost of the contract

Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

(Attach additional sheet)
9. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

___________________________________________________________________________

10. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

   1. _______ Attached  2. _______ N/A

Dated at _________________________________________________________________________
this __________________________ day of __________________ 20 ________

Name of Organization: ___________________________________________
Address:   ___________________________________________
___________________________________________
Telephone:  ______________________________  Fax: ________________________
Signature  ______________________________    E Mail: _________________________
(Print Name) ______________________________
Title   ______________________________
MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut

From: M. Jodi Rell, Governor

Subject: State Ethics Policy

Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to $50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee’s agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee’s assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public’s faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.
Gift Affidavit
(Bid or Proposal)

Gift affidavit to accompany bids or proposals for state procurements with a value of $50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than $500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell’s Executive Order No. 7B, para. 10.

I, ___________________________________________, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

<table>
<thead>
<tr>
<th>Name of Benefactor</th>
<th>Name of recipient</th>
<th>Gift Description</th>
<th>Value</th>
<th>Date of Gift</th>
</tr>
</thead>
</table>

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

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

__________________________  __________________________
Signature                          Date

Sworn and subscribed before me on this _________ day of _____________, 200__

__________________________
Commissioner of the Superior Court
Notary Public
Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, ____________________________________________, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor’s Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

• Former Agency:
• Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

_____________________________    _________________________
Signature                                Date

Sworn and subscribed before me on this _____ day of ______, 200__

_____________________________
Commissioner of the Superior Court
Notary Public
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Affidavit
(Bid or Proposal)

Campaign contribution affidavit to accompany bids or proposals for Large State Contracts (having a total cost to the State of more than $500,000), pursuant to Governor M. Jodi Rell’s Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250

I, ________________________________, hereby swear that during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<table>
<thead>
<tr>
<th>Contributor</th>
<th>Recipient</th>
<th>Amount/Value</th>
<th>Date of Contribution</th>
<th>Contribution Description</th>
</tr>
</thead>
</table>

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

_________________________    __________________________
Signature                        Date

Sworn and subscribed before me on this _________ day of ____________, 200__

_________________________
Commissioner of the Superior Court
Notary Public
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-811(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 bidders 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.
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.

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, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

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.

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Black (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.
Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- 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.
American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

### PART I - Bidder Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number____________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>Or</td>
</tr>
<tr>
<td>City &amp; State</td>
<td></td>
</tr>
<tr>
<td>Chief Executive</td>
<td></td>
</tr>
</tbody>
</table>

**Major Business Activity**
(brief description)

<table>
<thead>
<tr>
<th>Bidder Identification (response optional/definitions on page 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Bidder is a small contractor. Yes__ No__</td>
</tr>
<tr>
<td>- Bidder is a minority business enterprise Yes__ No__</td>
</tr>
<tr>
<td>(If yes, check ownership category) Black___ Hispanic___ Asian American___</td>
</tr>
<tr>
<td>American Indian/Alaskan Native___ Iberian Peninsula___</td>
</tr>
<tr>
<td>Individual(s) with a Physical Disability___ Female___</td>
</tr>
</tbody>
</table>

**Bidder Parent Company**
(If any)

| Bidder is certified as above by State of CT Yes__ No__ |

**Other Locations in Ct.**
(If any)

| - DAS Certification Number ___________________________ |

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__

2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__

3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__

5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__

6. Does your company have a collective bargaining agreement with workers? Yes__ No__
   a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__
   b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct. Yes__ No__

7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__

8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__

9. Does your company have a mandatory retirement age for all employees? Yes__ No__

10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__

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__

12. Does your company have a written affirmative action Plan? Yes__ No__
   If no, please explain.

13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__
   If yes, give name and phone number._________________________

### PART III - Bidder Subcontracting Practices

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

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Management</td>
<td></td>
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<tr>
<td>Business &amp; Financial Ops</td>
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<tr>
<td>Computer Specialists</td>
<td></td>
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</tr>
<tr>
<td>Architecture/Engineering</td>
<td></td>
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<tr>
<td>Office &amp; Admin Support</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Construction &amp; Extraction</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Installation, Maintenance &amp; Repair</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material Moving Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS ABOVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total One Year Ago</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FORMAL ON THE JOB TRAINEES** (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

|                      |                |                                |                                |          |                           |                                  |                                |                               |
|                      |                |                                |                                |          |                           |                                  |                                |                               |

### PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

2. Check (X) any of the below listed requirements that you use as a hiring qualification.

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td>Work Experience</td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td>Ability to Speak or Write English</td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td>Written Tests</td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Walk Ins</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td>Union Membership</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td>Height or Weight</td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td>Car Ownership</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Arrest Record</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wage Garnishments</td>
</tr>
</tbody>
</table>

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) (Telephone)
Provisions of this Contract Required by Connecticut General Statutes 4a-60

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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; (2) the Contractor to state that 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 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 advising the labor union or worker's 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "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 member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall 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.

(c) Determination of a Contractor's good faith efforts shall include but 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 other such reasonable activities 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 (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Provisions of this Contract Required by Connecticut General Statutes 4a-60a

(a) The Contractor agrees to the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons 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 advising the labor union or worker's 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (5) the Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.

2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.

3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.

4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.

5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder’s risk and expense.

6. Bids must show unit price, amount and grand total or bid may be rejected.

7. Unless qualified by the provision “NO SUBSTITUTE” the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.

9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner which will not be consistent with the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.

10. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state of federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

11. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have a joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

12. The University of Connecticut is an equal opportunity employer.

AWARD AND CONTRACT

1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.

4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.

5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

6. The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.

7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.

8. In the event there is a need for material bonding, performance bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.