

ADDENDUM TO  
INVITATION TO BID  
UCHC-9 Rev. 05/07  
Previous Rev. 01/07

**STATE OF CONNECTICUT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**FACILITY CONTRACTS & LEASES**  
263 Farmington Avenue, MC4039  
Farmington, CT 06032

<b>Bid Number:</b>  4-2166
<b>Bid Due Date:</b> August 27, 2008

Jennifer K. Kelley  
Senior Purchasing Officer

860-679-1988  
Telephone Number

**Bid: 4-2166**

**Addendum Number: 1**

**Title: Snow & Ice Removal Equipment with Operators**

**For: The University of Connecticut Health Center**

**Bidders Note:**

Please incorporate the following "Standard Wage Rates Determination for Certain Service Workers" information into your bid specification package.

All other terms & conditions remain unchanged

End of Addendum

This Addendum must be *Signed & Returned* with your bid.

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Company Name

Approved \_\_\_\_\_  
Jennifer K. Kelley  
Purchasing Services Officer  
(Original signature on file in Facility Contract & Leases)

Dated Issued: July 25, 2008

Project: Snow Removal Equipment With Operators At The Uconn Health Center

**Standard Wage Rates Determination  
for Certain Service**

S 11185

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus a thirty percent surcharge to cover the cost of any health; welfare, and retirement plans. If no such plan is in effect between employees and the employer, an amount equal to thirty percent of the hourly wage shall be paid directly to the employees.

**Project** 4-2166 **Town** Farmington  
Project: Snow Removal Equipment With Operators At The Uconn Health Center

<b>OCCUPATIONAL</b>	<b>Minimum Hourly</b>	<b>Benefit Surcharge</b>
Assembler	\$9.09	2.73
Baker	\$13.25	3.98
Bartender	\$9.52	2.86
Boiler Tender	\$25.54	7.67
Carpenter, Maintenance	\$21.82	6.55
Cashier	\$9.80	2.94
Cleaner, Vehicles	\$10.56	3.16
Cook I	\$12.85	3.86

*As of:* 7/24/2008

Project: Snow Removal Equipment With Operators At The Uconn Health Center

Cook II	\$14.00	4.20
Counter Attendant	\$9.09	2.73
Dishwasher	\$10.14	3.05
Dry Cleaner	\$11.61	3.49
Electrician, Maintenance	\$24.94	7.49
Elevator Operator	\$11.13	3.34
Fast Food Shift Leader	\$7.92	2.38
Fast Food Worker	\$7.65	2.30
Food Service Worker	\$11.14	3.35
Furniture Handler	\$13.89	4.17
Gardner	\$14.93	4.48
General Maintenance Worker	\$18.28	5.49
Housekeeping Aide	\$11.02	3.31
HVAC	\$22.31	6.70
Janitor	\$14.48	4.35
Laborer	\$12.66	3.80

*As of:* 7/24/2008

Project: Snow Removal Equipment With Operators At The Uconn Health Center

Laborer, Grounds Maintenance	\$12.79	3.84
Locksmith	\$23.17	6.96
Maid or Houseman	\$10.74	3.22
Meat Cutter	\$19.36	5.81
Painter, Maintenance	\$18.43	5.53
Parking Lot Attendant	\$9.81	2.95
Pest Controller	\$15.45	4.63
Pipefitter, Maintenance	\$23.33	7.00
Plumber, Maintenance	\$22.02	6.61
Presser, Hand	\$9.09	2.73
Presser, Machine, Drycleaning	\$9.09	2.73
Presser, Machine, Shirts	\$9.09	2.73
Presser, Machine, Wearing Apparel, Laundry	\$9.09	2.73
Refuse Collector	\$13.86	4.15
Sheet Metal Worker, Maintenance	\$22.11	6.64
Stationary Engineer	\$25.54	7.67

*As of:* 7/24/2008

Project: Snow Removal Equipment With Operators At The Uconn Health Center

Tractor Operator	\$14.23	4.27
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels	\$19.50	5.85
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$14.97	4.50
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$18.94	5.68
Vending Machine Attendant	\$13.65	4.10
Ventilation Equipment Tender	\$20.59	6.18
Waiter/Waitress	\$10.42	3.13
Washer, Machine	\$9.90	2.97
Window Cleaner	\$14.62	4.39

**Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.**

*As of:* 7/24/2008

INVITATION TO BID

UCHC-1 Rev. 5/07  
Previous Rev. 12/06

**Jennifer K. Kelley**  
*Purchasing Services Officer*

[jkk1011@adp.uchc.edu](mailto:jkk1011@adp.uchc.edu)  
*Email address*

**STATE OF CONNECTICUT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**FACILITY CONTRACTS & LEASES**  
263 Farmington Avenue, MC4039  
Farmington, CT 06032  
860-679-2408



**Acknowledgment: Receipt of Bid Documents**  
**FAX to 860-679-2508**

Bid Number	Bid Due Date	Due Date Time
<b>4-2166</b>	<b>August 27, 2008</b>	<b>2:30 PM</b>
<b>Bid Title:</b>	<b>Snow &amp; Ice Removal Equipment with Operators</b> <b>(This bid is restricted to State of CT Certified Small or Minority Owned Businesses)</b>	

**This acknowledgement is crucial in maintaining vendor records for proposal follow-up procedures (i.e. addendum, questions regarding proposal).**

Please check one of the following boxes:  Submitting proposal  NOT submitting proposal

**Print or type the following information:**

Company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City or Town: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Received by: \_\_\_\_\_  
email: \_\_\_\_\_

**State of Connecticut**  
**University of Connecticut Health Center**

<b>BID NUMBER:</b> <b>4-2166</b>
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**BIDDER'S CHECKLIST**  
**READ CAREFULLY**

**IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.**

- 1. **Complete and return** "Acknowledgement: Receipt of Bid Documents" (Form UCHC-1)
- 2. The Proposal (UCHC-3, UCHC-5) must be signed by a duly authorized representative of the company. Unsigned Proposals will automatically be rejected.
- 3. The Proposal Schedule (UCHC-4) must be included with your Proposal and contain the following:
  - a. **VENDORS NAME MUST BE IN THE UPPER RIGHT CORNER OF ALL PROPOSAL SCHEDULE PAGES.**
  - b. The Proposal prices you have offered have been reviewed and verified.
  - c. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the Proposal evaluation).
  - d. Any errors, alterations, corrections or erasures to unit prices, total prices, etc. must be initialed by the person who signs the proposal or his designee. Such changes made and not initialed mean automatic rejection of proposal.
  - e. The payment terms are Net 30 Days (You may offer cash discounts for prompt payment). Cash Discounts for Net Terms less than 30 days may be considered when evaluating Proposal pricing. Exception: State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 4a-60j.
  - f. The delivery information block has been completed. Be specific: In most cases, "as ordered" or "as required" is not complete information.
- 4. Any technical or descriptive literature, drawing or Proposal samples that are required have been included with the Proposal.
- 5. Applicable Vendor Affidavits (see accompanying table) must be signed, notarized (where applicable), and returned with Proposal. Failure to do so may result in Proposal rejection.
- 6. If required the amount of Proposal surety has been checked and the surety has been included.
- 7. Form UCHC-5 (CHRO Compliance) must be completed entirely regardless of the number of employees (even if the company is family owned and/or operated) and must be submitted with each Proposal. Non-compliance may result in Proposal rejection.
- 8. Any addenda (UCHC-9, UCHC-10) to the bid have been signed and included.
- 9.. **MAKE SURE TO INCLUDE THE ORIGINAL PROPOSAL SCHEDULE (UCHC-4) ALONG WITH ONE COPY** (unless more copies are requested within the bid specifications).
- 10. The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
- 11. The pre-addressed mailing label has been used on your Proposal envelope or the Proposal envelope has been addressed as follows:

<b>SEALED BID NO:</b>	<b>4-2166</b>
<b>NOT TO BE OPENED UNTIL:</b>	<b>August 27, 2008 at 2:30 PM</b>
<b>RETURN PROPOSAL TO:</b>	
<b>University of Connecticut Health Center</b>	
<b>263 Farmington Avenue MC 4039</b>	
<b>Farmington, CT 06030-4039</b>	

- 12. Hand-delivered Proposals are to be presented at **University of Connecticut Health Center, Facility Contracts & Leases, 2<sup>nd</sup> Floor, 16 Munson Road, Farmington, CT 06032.**
- 13. The Proposal is to be mailed or hand-delivered in-time to be received no later than the designated opening date and time. Late Proposals are not accepted under any circumstances. Please allow enough time if mailing in your Proposal.

**THIS FORM IS NOT TO BE RETURNED WITH YOUR PROPOSAL**

INVITATION TO BID  
 UCHC-3 Rev. 8/07  
 Previous Rev. 5/07

# STATE OF CONNECTICUT

Bid Number:

**4-2166**

UNIVERSITY OF CONNECTICUT HEALTH CENTER

**Jennifer K. Kelley**  
*Purchasing Services Officer*

**FACILITY CONTRACTS & LEASES**

**263 Farmington Avenue, MC 4039  
 Farmington, CT 06032**

**Read & Complete  
 Carefully**

**860-679-1988**  
 Telephone Number

Page 1 of 5

BID NO:	BID DUE DATE:	BID DUE TIME:	BID SURETY:	DATE ISSUED:
<b>4-2166</b>	<b>August 27, 2008</b>	<b>2:30 PM</b>	<b>See Proposal Schedule</b>	<b>July 24, 2008</b>

**DESCRIPTION: Snow & Ice Removal Equipment with Operators  
 (This bid is restricted to State of CT Certified Small or Minority Owned Businesses)**

<b>FOR: UConn Health Center</b>	<b>TERM OF CONTRACT: November 1, 2008 through April 30, 2013    (Five year contract)</b>
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**Invitation to Bid:** Pursuant to the provisions of Section 10a-151b of the General Statutes of Connecticut as amended, sealed proposals will be received by the Purchasing Department of the University of Connecticut Health Center, at the address above for furnishing the commodities and/or services.

**NOTE: Bidder means Individual/Sole Proprietor, Partnership or Corporation Name**

**IMPORTANT: ALL pages of this form, Sections 1 through 2 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form may constitute grounds for rejection of your bid.**

### SECTION 1 of 2: BIDDER INFORMATION

COMPLETE BIDDER LEGAL BUSINESS NAME:	TAXPAYER ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN  WRITE/TYPE SSN/FEIN NUMBER ABOVE
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#### AFFIRMATION OF BIDDER

The above named bidder fully acknowledges and agrees with all the terms and conditions contained within the entire Invitation to Bid (Bid) document. Including but not limited to: Form UCHC-3 (HIPAA), the accompanying Bid proposal schedule, specifications, requirements and/or scope, and Bid Standard Terms and Conditions (Form UCHC-7). Further, if the above named bidder is awarded a contract for the goods and/or services contained within this Bid, the bidder's signature on Form UCHC-3 shall bind the bidder to all of the terms and conditions including but not limited to the aforementioned documents, including the bidder's formal response, which in total become the contract.

That should any part of this proposal be accepted in writing by Director of Purchasing within ninety (90) calendar days from the date of Bid opening, unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or services to the state agency or agencies named, for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions set forth in the terms and conditions of Forms UCHC-7, the proposal schedule and commodity specification Form UCHC-4. Should award of any part of this proposal be delayed beyond the period of ninety (90) days or an earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.

Written signature of Person Authorized to sign on behalf of the above named Bidder:  <b>SIGN HERE</b>	Date Executed
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Type or Print Name of Authorized Person	Title of Authorized Person
---	----------------------------

Is your business <b>currently</b> a DAS <i>Certified</i> Small Business Enterprise?	<input type="checkbox"/> YES (Attach a copy of Certificate) <input type="checkbox"/> NO
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If you are a *State Employee*, indicate your position, agency, and agency address:



INVITATION TO BID  
 UCHC-3 Rev. 8/07  
 Previous Rev. 5/07

Jennifer K. Kelley  
 Purchasing Officer

860-679-1988  
 Telephone Number

# STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER  
 FACILITY CONTRACTS & LEASES

263 Farmington Avenue, MC 4039  
 Farmington, CT 06032

THIS FORM AND  
 REQUIRED PROPOSAL  
 SCHEDULE FORMS  
 MUST BE RETURNED

**Read & Complete**  
**Carefully**

**BID NO: 4-2166**

SECTION 1 of 2 – <i>BIDDER INFORMATION</i> (Continued)			
Bidder's Address		Remittance Address ( <input type="checkbox"/> Same as Bidder Address)	
No. and Street			
City, State, Zip Code			
Contact Person		Web Address	
Telephone Number		Cell Number	
Fax Number			
<b>Business entity:</b> <input type="checkbox"/> LLC <input type="checkbox"/> non-profit <input type="checkbox"/> partnership: <input type="checkbox"/> individual/sole proprietorship <input type="checkbox"/> CORPORATION    TYPE OF CORPORATION:    State Organized in:			
<b>Note:</b> If Individual/Sole Proprietor, Individual's Name (As Owner) Must Appear in the Legal Business Name Block above.			
<b>Business type:</b> A. sales of commodities    b. medical services    c. attorney fees    d. rental of property (real estate & equipment) E. other (describe in detail)			
Under this TIN, what is the primary type of business you provide the state? (enter letter from above)			
Under this TIN, what other types of business might you provide the state? (enter letter from above)			

<b>For Purchase Order Distribution:</b> 1) Check only one box below 2) Input e-mail address or Fax # (if checked)		
<input type="checkbox"/> E-mail	<input type="checkbox"/> Fax	<input type="checkbox"/> USPS Mail
Name:		
E-Mail Address:		
Telephone Number:		
<b>For Invitation to Bid (Bid) Distribution:</b> 1) Check only one box below 2) Input e-mail address or Fax # (if checked)		
<input type="checkbox"/> E-mail	<input type="checkbox"/> Fax	<input type="checkbox"/> USPS Mail

**Add further Business Address, E-mail & Contact Information below if required**

# STATE OF CONNECTICUT

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FACILITY CONTRACTS & LEASES

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Page 3 of 5

BID NO: 4-2166

## SECTION 2 of 2: PROPOSER DEBARMENT AND/OR SUSPENSION

The above signed bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut. Should Purchasing Department determine that bidder has not completed Section 2 - Bidder Debarment and/or Suspension included as part of this document, and then such determination may be just cause for disqualification from the evaluation of this Bid.

YES  NO

The above signed bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

YES  NO

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

#### Instructions for Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. By submitting this form, the prospective lower tier participant is providing the certification set forth below in accordance with these instructions.
  - a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - c. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  - d. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the University of Connecticut Health Center.
  - e. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
  - g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 3.(a) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

YES  NO

If the above signed bidder and/or any company official or any subcontractor to the bidder and/or any company official has received notices of debarment and/or suspension from contracting with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached this document when submitted this proposal.

Number of notices attached:

# STATE OF CONNECTICUT

## UNIVERSITY OF CONNECTICUT HEALTH CENTER FACILITY CONTRACTS & LEASES

263 Farmington Avenue, MC 4039  
Farmington, CT 06032

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

Jennifer K. Kelley  
Purchasing Officer

860-679-1988

Telephone Number

Page 4 of 5

**Read & Complete**  
**Carefully**

**Bid No. 4-2166**

### UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT

#### Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

##### Contractors' Compliance Certification Regarding Confidentiality and Disclosure of Patient Healthcare Information

Contractor, its agents and employees (collectively, "Contractor") acknowledge that it may have access to confidential protected health information ("PHI"), including, but not limited to, patient identifying information. References to PHI include electronic protected health information ("ePHI"). Contractor agrees that it:

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
  - (g) Definitions
    - (1) "Business Associate" shall mean the Contractor.
    - (2) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
    - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
    - (4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
    - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
    - (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
    - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
    - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
    - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
    - (10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
    - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
    - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
  - (h) Obligations and Activities of Business Associates.
    - (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
    - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
    - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
    - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
    - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
    - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
    - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
    - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
    - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
    - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
    - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
    - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
  - (i) Permitted Uses and Disclosure by Business Associate.
    - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
    - (2) Specific Use and Disclosure Provisions

# STATE OF CONNECTICUT

## UNIVERSITY OF CONNECTICUT HEALTH CENTER FACILITY CONTRACTS & LEASES

263 Farmington Avenue, MC 4039

Farmington, CT 06032

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

Jennifer K. Kelley  
Purchasing Officer

860-679-1988

Telephone Number

**Read & Complete**  
**Carefully**

**Bid No. 4-2166**

Page 5 of 5

### UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT

#### Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

##### Contractors’ Compliance Certification Regarding Confidentiality and Disclosure of Patient Healthcare Information

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary
  - (3) Effect of Termination
    - (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
    - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Provisions.
- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
  - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
  - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
  - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
  - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
  - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate’s own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
  - (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney’s fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

Contractor recognizes that PHI shall be and remain the property of UCHC and agrees that it acquires no title or rights to PHI, including any de-identified information, as a result of this Agreement. Contractor further recognizes and agrees that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action, including reporting to the Secretary of Health and Human Services.

YES (Applicable)  NO (Non-Applicable)

INVITATION TO BID  
UCHC-4 Rev. 5/07  
Previous Rev. 12/04

Jennifer K. Kelley  
Purchasing Officer

860-679-1988  
Telephone Number

# STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER  
FACILITY CONTRACTS & LEASES  
263 Farmington Avenue, MC 4039  
Farmington, CT 06032

## Proposal Schedule

Page 1 of 1

Payment terms are net 30 days after receipt of invoice.  
Any deviation may result in proposal rejection.

Bid prices shall include all transportation charges FOB  
University of Connecticut Health Center.

Bid Number:

4-2166

Delivery:

Terms: Cash Discount:

%	# Days
---	-----------

Bidder Name:

SSN or FEIN #:

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
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**Provide Snow and Ice Removal Equipment with Operators** in accordance with the following specifications for the period November 1, 2008 through April 30, 2013 (Five Year Contract).

**MANDATORY pre-bid meeting will be held at 9:00 AM on Monday, August 11, 2008 at the Grounds Garage at UHC. Vendors not in attendance will not be eligible to bid on this contract.**

Please provide pricing information where requested in the pricing schedule document.

**PUBLIC SAFETY REQUIREMENTS:**  
In accordance with UHC Policy No. 2001-3 and applicable federal and state laws, the University of Connecticut Health Center Public Safety Department shall conduct security background investigations and federal sanctions checks on all contractor and vendor employees prior to commencing work on UHC premises. Effective July 1, 2008, the UHC Public Safety Department shall institute a fee of \$75.00 for each background check completed. The fee is payable in advance and shall accompany the submission of the Background Information Sheet.

Direct all questions via email to:  
Jennifer Kelley  
Senior Purchasing Officer  
email: [jjk1011@adp.uchc.edu](mailto:jjk1011@adp.uchc.edu)  
Phone: 860-679-1988  
Fax: 860-679-2508

**THIS BID IS RESTRICTED TO  
STATE OF CONNECTICUT  
CERTIFIED SMALL OR  
MINORITY OWNED  
BUSINESSES**

The University of Connecticut Health Center is seeking the Rental of trucks and/or other equipment with operators for snow and ice control services on demand for five winter seasons, starting with 2008/2009 through 2012/2013, per the following Specifications.

NOTES:

MANDATORY pre-bid meeting will be held at 9:00 AM on Monday, August 11, 2008 at the Grounds Garage at UCHC. Vendors not in attendance will not be eligible to bid on this contract.

Award winner shall provide a Performance Bond equivalent to \$50,000.00 within 10 days of award notification.

Award winner shall provide copies of all insurance coverage.

**BIDDERS PLEASE NOTE:**

**In accordance with UCHC Policy No. 2001-3 and applicable federal and state laws, the University of Connecticut Health Center Public Safety Department shall conduct security background investigations and federal sanctions checks on all contractor and vendor employees prior to commencing work on UCHC premises. Effective July 1, 2008, the UCHC Public Safety Department shall institute a fee of \$75.00 for each background check completed. The fee is payable in advance and shall accompany the submission of the Background Information Sheet.**

UCHC reserves the right to approve any and all subcontractors to be used on this contract. Please bid hourly rates per Service Prevailing Wage Rates (CGS 31-570), which will be provided.

Award methodology:

This contract will not be awarded strictly on the basis of price. A ratings criterion based upon a 100-point system shall be used in determining the award winner. The following criteria shall be rated, each criterion worth a possible 20 points each.

1. Company with experience with clinical accounts of similar size and scope to the UCHC
2. Personnel
3. Company resources, including equipment
4. Geographic proximity to the UCHC
5. References

INSTRUCTIONS:

Contact Information

Please use the following name and address for all correspondence with the University of Connecticut Health Center concerning this bid. Bidders who solicit information about this bid either directly or indirectly from other sources will be disqualified. All correspondence must be directed via email to:

Jennifer Kelley

Facility Leases and Contracts

Email: [jjk1011@adp.uchc.edu](mailto:jjk1011@adp.uchc.edu)

Complete Response

Bidder must respond to each requirement of the Request for Proposal by noting acceptance or taking exception with complete explanation, directly beneath each item as outlined in the bid document. An official authorized to bind the bidder to its offer must sign the Bidder Information documents included with this bid.

### Submission of Proposals

Proposals are due Wednesday, August 27, 2008 at 2:30 PM at the Facility Contracts & Leases office on the second floor at 16 Munson Road, Farmington. Bids must be sealed and not delivered in open packages or binders. UCHC will not accept any faxed or emailed proposals. Responses may be dropped off in person or sent to:

UConn Health Center  
Facility Contracts & Leases  
263 Farmington Ave.  
Farmington, CT 06034-4039  
Attention: Bid 4-2166

### Questions

Submit questions in writing via email only. No telephone questions will be accepted or considered. Suppliers should refer to the specific bid paragraph number and page and should quote the passage being questioned. UCHC will respond to questions promptly and will send answers to all suppliers in the form of an addendum.

Deadline for submitting questions is noon on Tuesday August 19, 2008. Questions received after that time will not be considered. Submit questions to: Jennifer Kelley at: [jjk1011@adp.uchc.edu](mailto:jjk1011@adp.uchc.edu).

### Number of Proposals

Vendor must submit one original and two copies of proposal.

### Proposal Preparation

Proposals should be prepared simply and economically without emphasis on the presentation of the proposal. Expensive bindings, color photographs, and excessive promotional materials, such as videos, are neither desired nor needed. Suppliers may submit brochures if requested, but should not include materials not requested.

### Offer Expiration Date

Proposals in response to this bid shall be valid for 180 days from the proposal due date. UCHC reserves the right to ask for an extension of time if needed.

### Requests for additional information

UCHC reserves the right to ask for further information from the bidder either in writing or verbally at any point during the selection process. Only information provided in writing will be relied upon and expected to be part of any subsequently awarded agreement.

## **Snow Removal and Ice Control Manpower Services Specifications 2008-2013 Rental of Equipment with Operators for Snow & Ice Control**

### Equipment for Snow Plowing

Provide Snow Removal and Ice Control Manpower Services "On-Demand" for five winter seasons, starting with 2008/2009 through 2012/2013.

### PROPOSAL INTENT

It is the intent of this specification to obtain proposals whereby a contract can be awarded for the rental of trucks and/or other equipment with operators for snow and ice control services at the University of Connecticut Health Center during the winter seasons of 2008/2009 through 2012/2013. Under the contract, the Contractor shall receive assignments by the Grounds Department and shall provide services "as needed".

Trucks and other equipment shall be fully equipped and ready for use by November 1, 2008. Furthermore, the rented equipment shall be kept available for snow and ice control work through April 30, 2013.

### GEOGRAPHIC AREAS

The following areas are to be serviced by this contract:

Campus A: 263 Farmington Avenue

- Including, Helicopter Pad, all parking lots, parking structures, Firehouse & Daycare Areas, Loading Dock areas, Central Warehouse, Road system, etc.

Campus B: Dowling North & South Medical Office Buildings

- Includes all parking lots and Road system.

Campus C: 16 Munson Road

- Includes all parking lots and Road system

Campus D: Medical Arts & Research Building (MARB)

- Includes all parking lots and Road system

Campus E: 400 Farmington Avenue

- Includes all parking lots and Road system

### EQUIPMENT REQUIREMENT

Note:

All equipment must be in excellent working condition and all have current Safety Inspection Data.

1. (9) Pay Loaders available to use (primary pieces 3 yd, 4 yd, 5 yd, 6 yd.) (5 on site at all times during winter season)
2. (12) Pick up trucks with 8 ft. plows, at least 9 with sander & all with operators.
3. Must have minimum (7) 2-yard sanding trucks with plows and (8) trucks on site at all times during winter season
4. (4) 18 yd. Dumps for hauling snow.
5. (5) tri-axles for hauling of snow.
6. (3) Road graders to be available for compacted snow & ice on road ways.
7. Jeeps and Bobcats to remove snow and ice from sidewalks.

Contractor shall have a minimum of TWENTY (20) years of experience in snow removal and ice control of similar size of the University of Connecticut Health Center plus Dowling North & South Medical Building account.



Contractor shall have familiarity with UCHC Campus and the Dowling Medical Buildings; this will be a prime factor in the award.

The contractor shall provide references from current or former health care facilities customers of similar size to the University of Connecticut Health Center account. The references shall be of prime consideration in award recommendation. Failure to provide the references shall lead to bid rejection.

A minimum of 26 pieces of equipment shall be available to UCHC for snow removal at all times. Six (6) pay loaders and twelve (12) pick up trucks with plows (nine with sanders) shall be designed as "Prime Equipment" (always available). The "Prime Equipment" shall be used in various vehicle configurations in coordination with UCHC equipment. All other equipment shall be available upon request.

#### Parking Structure Guidelines

- One-ton pickup truck with plow and rear tandem axle (double axle) or equipment of similar or lesser size and wheel loads can be utilized for snow removal and other maintenance work. These plows must also be equipped with a rubber plow blade. This is for the elevated structural deck area (double tees). No salt can be used in this area, sand only.
- For on grade parking area, equipment with total weight of 40,000 pounds and a maximum wheel load of 16,000 pounds can be used. This vehicle shall be used infrequently. However, equipment with the maximum Connecticut legal load limits can also be used but may cause damage to the pavement if used frequently or after long term use.

#### SAND AND SALT

UCHC shall supply sand and salt as required. If the contractor provides these materials on an emergency basis, UCHC shall reimburse the contractor with same material and quantity used.

#### DESCRIPTION OF SERVICES

The scope of the services includes snow removal and ice control from sidewalks, stairways, ramps, and emergency exits, entrances throughout the University of Connecticut Health Center campuses. The supplied manpower shall be able to perform duties, which include shoveling snow, application of ice control preparations, operation of small snow removal vehicles and equipment such as jeeps, bobcats, and snow blowers. The contractor shall also supply a Working Supervisor with a vehicle for transporting shovelers, equipment and material.

#### PERSONNEL

The contractor shall provide experienced operators for the proposed equipment. Each operator shall possess a working knowledge of the equipment that they shall be operating including the ability perform minor maintenance equipment tasks. All operators shall have the ability to understand both oral and written direction including the keeping of standard time and task reports.

The operators shall possess physical strength and fitness sufficient to perform the duties associated with snow removal and ice control duties. The duties include snow shoveling, sand and salt application, lifting moderate to heavy objects such as a snow blower or a container (bag) of salt and any other duty associated with snow removal and ice control.

The contractor shall provide working supervisors who can competently manage all the personnel, equipment, and record keeping functions necessary to remove snow and ice efficiently.

The contractor shall furnish all necessary equipment and/or materials necessary to perform snow removal services, including but not limited to, foul weather apparel for personnel, snow shovels, all fuel and oil required to run equipment, etc.

UCHC shall not be responsible to provide meals to contractor's personnel.

If a storm warrants, the contractor shall be in the position to furnish relief manpower.

Overtime is defined as any hours worked after 4 PM and before 8 AM Monday through Friday and all hours on Saturday, Sunday and legal holidays. Overtime will only be charged for equipment and working supervisor only.

The Contractor shall be liable for damage cause by his negligence or that of his employees (curbing and cable rails, fire hydrants, light poles, etc.)

UCHC reserves the right of approval for all contractor-supplied personnel. If removal of contractor employee becomes necessary, UCHC shall request the removal of a contractor employee in the "best interests of UCHC". No additional explanation shall be required.

#### EQUIPMENT

Bobcats

Jeeps

Tractors

Snow blowers

Mechanical Spreaders Shovels

Foul Weather Gear

#### CONTRACTOR CALL-IN

The rental period shall start when the truck and/or other equipment reports for work *on-site* as ordered by the Health Center's representative, and rental period shall continue while trucks and equipment are actually working and until discontinuance is ordered. Basis for payments for rental of trucks and other equipment shall be the hourly rates hid by the Contractor. Contractor shall be allowed a maximum of one hour to report for work after being called before penalty is invoked (See Penalty below).

#### PENALTY

The University of Connecticut Health Center is a 24 hour operation, 7 days a week, patient care and research operation. Its operation shall not be impeded during snow and ice weather conditions. Upon "Call," the contractor shall designate the UCHC account as "Primary". The account shall take preference over all other accounts. The public safety and uninterrupted operation of the Health Center depends upon prompt and continuous service, a penalty against the Contractor shall he imposed for delays in reporting with prime equipment, up to the maximum number of hours such service is required during each storm. The rate of penalty is to be \$25.00 per hour for each laborer and piece of equipment for the first two hours, and for each hour thereafter, this penalty shall he the Contractor's rental price per hour per piece of equipment. The penalty shall accrue throughout the entire period of the storm until equipment would be normally released.

#### PERFORMANCE BOND

The award winner shall provide a Performance Bond equivalent to \$50,000 upon 10 days of award notification. The Performance Bond shall also serve to insure recovery of any monetary refunds to the Health Center in the event of UCHC penalty imposition.

#### EQUIPMENT BREAKDOWNS

If the equipment furnished by a contractor becomes incapacitated for any reason, the equipment shall be immediately considered "Off the Clock" and not chargeable to UCHC.

### EQUIPMENT VERIFICATION

The UCHC Grounds Department reserves the right to verify that all equipment offered by a bidder is available. If a visit to a bidder's place of business is deemed in the best interests of UCHC, the verification process shall include a visit to confirm equipment availability. The Contractor shall have the bid equipment at pre-designated location where the inspection can be made. Condition of the contractor's equipment, completeness of Contractor's shop facilities, and price shall be considered in making award.

### INSURANCE

The Contractor shall carry insurance as required by law and shall carry such other insurance as necessary to protect the Health Center or its agents from any claims arising from actions or lack of actions by the Contractor or his employees.

### INVOICING

Separate invoices shall be submitted for Campus A and Campus B. (Each campus is funded separately)

Mail invoices to:

UConn Health Center  
Facilities Management - Attn: Carol Pac  
263 Farmington Ave.  
Farmington, CT. 06030-1020

### CONTRACT TERMINATION

The UConn Health Center reserves the right to cancel this contract where, in its opinion, the Contractor is not satisfactorily giving the service required. If the contractor terminates the contract for poor performance, UCHC reserves the right to immediately secure a replacement contractor. Any additional costs associated in the hiring a new contractor shall be accessed against the original contractor.

### LAW

The Contractor shall at all times observe and comply with all Federal and Connecticut State laws and local by-laws, ordinances and regulations in any manner affecting the conduct of the work and shall indemnify and save harmless the Health Center and all of its agents against any claim or liability arising from or based on the violation of any such law, by-law, ordinance or regulation, whether by himself or his employees.

**PRICING SCHEDULE**

<b>Pricing Schedule:</b>	<b>Regular hourly Rate</b>	<b>Overtime hourly rate:</b>
Working Supervisor w/vehicle	\$	\$
Jeep w/6' Plow w/operator	\$	\$
Skidsteer Loader w/operator	\$	\$

<b>Payloader(s)</b>	<b>Capacity</b>	<b>Make &amp; Model</b>	<b>Year</b>	<b>Hourly Rate (includes Operator)</b>	<b>OT Hourly Rate</b>
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$

<b>9 Pickups w/8' plow; at least one 2 yd sander w/operator</b>	<b>Capacity</b>	<b>Make &amp; Model</b>	<b>Year</b>	<b>Hourly Rate (includes Operator)</b>	<b>OT Hourly Rate</b>
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$

<b>8 yard dump truck</b>	<b>Capacity</b>	<b>Make &amp; Model</b>	<b>Year</b>	<b>Hourly Rate (includes Operator)</b>	<b>OT Hourly Rate</b>
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$

<b>Triaxles</b>	<b>Capacity</b>	<b>Make &amp; Model</b>	<b>Year</b>	<b>Hourly Rate (includes Operator)</b>	<b>OT Hourly Rate</b>
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$

<b>Road Grader</b>	<b>Capacity</b>	<b>Make &amp; Model</b>	<b>Year</b>	<b>Hourly Rate (includes Operator)</b>	<b>OT Hourly Rate</b>
1				\$	\$
2				\$	\$
3				\$	\$

Note: Equipment listed above shall include buckets, mechanical spreaders, and plows as required. Labor Rates shall include supplying shovels and foul weather gear to each laborer

INVITATION TO BID  
UCHC-5

**STATE OF CONNECTICUT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**FACILITY CONTRACTS & LEASES**

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

Jennifer K. Kelley

*Purchasing Services Officer*

263 Farmington Avenue, MC 4039

Farmington, CT 06032

**Read & Complete**

**Carefully**

860-679-1988

Telephone Number

**BID NO: 4-2166**

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 9-17-07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
  - (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
  - (c) the bidder’s promise to develop and implement a successful affirmative action plan;
  - (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
  - (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.
-

## **INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

### **1) Definition of Small and Minority-Owned Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

## 2) Description of Job Categories (as used in Part IV Bidder Employment Information)

<p><b>MANAGEMENT:</b> 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.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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.</p> <p><b>MARKETING AND SALES:</b> Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p><b>LEGAL OCCUPATIONS:</b> In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p><b>COMPUTER SPECIALISTS:</b> 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</p> <p><b>ARCHITECTURE AND ENGINEERING:</b> 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.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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.</p> <p><b>CONSTRUCTION AND EXTRACTION:</b> 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..</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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.</p> <p><b>MATERIAL MOVING WORKERS:</b> 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.</p> <p><b>PRODUCTION WORKERS:</b> The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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# BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information

**Bid No. 4-2166**

Company Name: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor: Yes <input type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise: Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability: <input type="checkbox"/> Female: <input type="checkbox"/>
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number. _____

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes <input type="checkbox"/> No <input type="checkbox"/>  1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)  1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes <input type="checkbox"/> No <input type="checkbox"/>
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**PART IV - Bidder Employment Information**

Date:

**BID No.: 4-2166**

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

**PART V - Bidder Hiring and Recruitment Practices**

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Wage Garnishments	

**Certification:** (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**INVITATION TO BID**

UCHC-6 Rev. 8/07

Previous Rev. 5/07

**Jennifer K. Kelley**

*Purchasing Officer*

**860-679-1988**

Telephone Number

**STATE OF CONNECTICUT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**FACILITY CONTRACTS & LEASES**

263 Farmington Avenue, MC 4039

Farmington, CT 06032

<b>Bid Number:</b>  4-2166
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**State of Connecticut**  
**Contract Affidavits, Certifications, and Notices**

WHEN TO SUBMIT	CONTRACTING AFFIDAVITS/CERTIFICATION FORMS			
	Signed by AGENCY	Signed by CONTRACTOR		
		ALL Contracts cost or value ≥ over \$0.00	All Contracts Cost or value ≥ \$50K	All Contracts Cost or value ≥ \$500K
submit form <b>with</b> bid or proposal		AG FORM (Individual or Contractor)	FORM 5*	FORM 6 **
submit form <b>at time of</b> contract execution	FORM 3	AG FORM (Individual or Contractor)	FORM 1 FORM 5*	FORM 6 **
submit form <b>after</b> contract execution				FORM 6 **
submit form <b>annually</b> if multi-year contract			FORM 1	

\* Form 5 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, it is submitted at the time of contract execution.

\*\* Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, Form 6 is submitted at the time of contract execution. When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency. Depending on when the contractor engages the subcontractor or consultant, the contractor either submits the form at the time of contract execution or after contract execution.

**For Further Information, Contact:**

Please direct any questions about the ethics forms to Wanda Dupuy, (860) 418-6261, [wanda.dupuy@ct.gov](mailto:wanda.dupuy@ct.gov).

**Form 1- Gift and Campaign Contribution Certification**

This certification accompanies a State contract with a value of \$50,000 or more in a calendar or fiscal year. The completed form is submitted by the contractor to the awarding State agency at the time of contract execution. The form is also used with a multi-year contract to update the initial certification on an annual basis.

**Form 3- Certification of State Agency Official or Employee Authorized to Execute Contract**

This certification accompanies a State contract with a value of \$50,000 or more in a calendar or fiscal year. The completed form is signed at the time of contract execution by the State agency official or employee authorized to execute the contract on behalf of the awarding State agency.

### **Form 5- Consulting Agreement Affidavit**

This affidavit accompanies a State contract for the purchase of goods or services with a value of \$50,000 or more in a calendar or fiscal year. Form 5 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, it is submitted at the time of contract execution.

### **Form 6- Affirmation of Receipt of State Ethics Laws Summary**

This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, Form 6 is submitted at the time of contract execution.

When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency.

## **PLAIN LANGUAGE SUMMARY OF STATE ETHICS LAWS FOR CURRENT AND POTENTIAL STATE CONTRACTORS**

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

### **I. RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL**

**GIFTS:** In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

**IMPORTANT RECENT CHANGE IN LAW:** As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

**NOTE:** State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

**NECESSARY EXPENSES:** Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

**GIFTS TO THE STATE:** The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

**NOTE:** Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

### **II. RULES ON HIRING STATE PERSONNEL**

Before you hire a current or former state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a former state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

**NOTE:** The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at

\$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can never represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

### **III. CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR**

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

### **IV. OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU**

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, [www.das.state.ct.us](http://www.das.state.ct.us), and the Office of Policy and Management, [www.opm.state.ct.us](http://www.opm.state.ct.us), for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides “investment services” as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at [www.ct.gov/ethics](http://www.ct.gov/ethics).

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state’s ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.

### **FORM 11 Campaign Contribution and Solicitation Ban**

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

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

## **Nondiscrimination Certification (AG Form)**

The Office of the Attorney General created a nondiscrimination certification form (attached) to assist State agencies in complying with the State of Connecticut's current contracting requirement, pursuant to the Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Section 9(a)(1) and 10(a)(1) of Public Act 07-142. This certification is required for all State contracts, regardless of type, term, cost, or value. The revised CGS 4a-60 and 40-60a are included in their entirety below.

### **Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.**

- (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 person 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 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 agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which 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 workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 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 relate to the provisions of this section and section 46a-56, as amended by this act. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.
- (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

### **Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.**

- 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 person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor

agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, as amended by this act; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

- (b) 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 a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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.



**STATE OF CONNECTICUT**  
**GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**  
**Bid #4-2166**

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

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

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

**GIFT CERTIFICATION:**

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

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

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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





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

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

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

**Lawful Campaign Contributions to Candidates for the General Assembly:**

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

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

\_\_\_\_\_  
Printed Contractor Name                                  **Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

\_\_\_\_\_  
Awarding State Agency                                  \_\_\_\_\_  
Planning Start Date

\_\_\_\_\_  
Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT
Bid 4-2166

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Commissioner of the Superior Court
or Notary Public



**STATE OF CONNECTICUT**  
**AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**  
**Bid 4-2166**

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

**INSTRUCTIONS:**

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

**CHECK ONE:**

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

**IMPORTANT NOTE:**

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

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

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to “State Contractor Contribution Ban.”

Definitions:

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

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

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

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

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

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

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

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



**UNIVERSITY OF CONNECTICUT HEALTH CENTER  
NON-DISCRIMINATION CERTIFICATION  
Bid 4-2166**

*Certification to accompany all State contracts, regardless of type, term, cost, or value., pursuant to Connecticut General Statutes §4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Section 9(a)(1) and 10(a)(1) of Public Act 07-142.*

(By \_\_\_\_\_ (corporate or other business entity) regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I \_\_\_\_\_ (signer's name) \_\_\_\_\_ (signer's title)  
of \_\_\_\_\_ an entity lawfully organized and existing under the laws of  
(name of entity)

\_\_\_\_\_ do hereby certify that the following is a true and correct copy  
(name of state or commonwealth)  
of a resolution adopted on the \_\_\_ day of \_\_\_\_\_, 20\_\_ by the governing body of \_\_\_\_\_  
(name of entity)

in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_ and further certify that such resolution has not been modified,  
(name of state or commonwealth)  
rescinded, or revoked, and is at present in full force and effect.

RESOLVED: That \_\_\_\_\_ hereby adopts as is policy  
(name of entity)  
to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREOF, I, the undersigned have executed this certificate this \_\_\_ day of \_\_\_\_\_ 20\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature Date



**UNIVERSITY OF CONNECTICUT HEALTH CENTER  
NON-DISCRIMINATION CERTIFICATION  
Bid 4-2166**

*Certification to accompany all State contracts, regardless of type, term, cost, or value., pursuant to Connecticut General Statutes §4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Section 9(a)(1) and 10(a)(1) of Public Act 07-142.*

*(By \_\_\_\_\_ (individual contractor) regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I \_\_\_\_\_ of \_\_\_\_\_ am entering  
(signer's name) (business address)  
into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for

\_\_\_\_\_  
(If available, insert "Contract No." otherwise generally describe goods or services to be provided).

I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREOF, I, the undersigned have executed this certificate this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

INVITATION TO BID

UCHC-7 Rev. 5/08  
Previous Rev. 12/04

Jennifer K. Kelley  
Purchasing Officer

860-679-1988  
Telephone Number

STATE OF CONNECTICUT  
UNIVERSITY OF CONNECTICUT HEALTH CENTER  
FACILITY CONTRACTS & LEASES

263 Farmington Avenue, MC 4039  
Farmington, CT 06032

Bid Number:  
4-2166

STANDARD BID AND CONTRACT TERMS & CONDITIONS

Submission of Bids

1. The time and date bids are to be opened is given in each bid issued. Bids must be submitted on forms supplied by Purchasing Department. Telephone or facsimile bids will not be accepted in response to a Request for Proposal. When, in the opinion of the Director of Purchasing, the best interest of the University of Connecticut Health Center and the state will be served, the Director of Purchasing may order that any or all bids or proposals may be rejected.

2. Bids received after the specified time and date of bid opening given in each bid proposal shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the Purchasing Department after the time specified for opening of bids, shall not be considered. An original and one copy (unless more than one copy is requested) of the proposal schedule shall be returned to the Purchasing Department. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initiated by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one, which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitations to Bid.

5. Alternate bids will not be considered. An alternate bid is defined as one, which is submitted in addition to the bidder's primary response to the Invitations to Bid.

6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

7. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

8. All bids will be opened and read publicly and upon award are subject to public inspection.

Samples

9. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

10. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

11. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The time and date bids are to be opened is given in each bid issued.

12. Purchasing Department may reject any bidder in default of any prior contract or guilty of misrepresentation of any bidder with a member of its firm in default or guilty of misrepresentation.

13. Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

Contract

14. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten-day period, the award will be made to the next lowest responsible qualified bidder.

Delivery

15. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

John Dempsey Hospital Policies and Procedures

16. Contractor will comply with John Dempsey Hospital policies and procedures, as well as all applicable laws, ordinances, rules regulations, standards, and orders of governmental, regulatory and accrediting bodies, including but not limited to the Joint Commission on the Accreditation of Health Care Organizations (JCAHO), having jurisdiction in the premises that are applicable to the conduct of physicians

Insurance Requirements

17. Before commencing work, the contractor shall obtain at its own cost and for the duration of the contract, the following insurance:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
3. Professional Liability: \$1,000,000 limit of liability.
4. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease -Policy limit, \$100,000 each employee.
5. A following form (Excess Liability/Umbrella Policy) may be used to meet the minimum limit guidelines.

Insurance Provisions

1. The State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
2. Contractor shall assume any and all deductibles in the described insurance policies.
3. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage
4. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
5. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the State.
6. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Certificate of Insurance (Accord Form 25-S or equivalent)

A Certificate of Insurance shall be received and approved by UCHC prior to work commencement. A person authorized by that insurer to sign on its behalf shall sign the certificate.

Certificates of Insurance must provide clear evidence that the contractor's insurance policies contain the minimum limits of coverage, terms and conditions. Additionally, the certificate must include the following:



INVITATION TO BID

UCHC-7 Rev. 5/08

Previous Rev. 12/04

**Jennifer K. Kelley**

*Purchasing Officer*

**STATE OF CONNECTICUT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**FACILITY CONTRACTS & LEASES**

**263 Farmington Avenue, MC 4039**

**Farmington, CT 06032**

**Bid Number:**

**4-2166**

**860-679-1988**

Telephone Number

**STANDARD BID AND CONTRACT TERMS & CONDITIONS**

**Page 2 of 2**

1. Certificate shall clearly identify the University of Connecticut Health Center, its officers, officials, employees, agents, boards and commissions as **Additional Insured**.
2. Certificate shall clearly indicate project name, project number or some easily identifiable reference to the relationship to the University of Connecticut Health Center.
3. Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

**Security Background Checks**

18. In accordance with UCHC Policy No. 2001-3 and applicable federal and state laws, the University of Connecticut Health Center Public Safety Department shall conduct security background investigations and federal sanctions checks on all contractor and vendor employees prior to commencing work on UCHC premises. Effective July 1, 2008, the UCHC Public Safety Department shall institute a fee of \$75.00 for each background check completed. The fee is payable in advance and shall accompany the submission of the Background Information Sheet.

INVITATION TO BID

UCHC-8 Rev. 5/07  
Previous Rev. 10/03

**STATE OF CONNECTICUT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**FACILITY CONTRACTS & LEASES**  
263 Farmington Avenue, MC 4039  
Farmington, CT 06032

**Bid Number:**  
  
4-2166

**Jennifer K. Kelley**  
*Purchasing Officer*

**BIDDERS STATEMENT OF QUALIFICATIONS**

**860-679-1988**  
*Telephone Number*

This form will be used in assessing a bidder's qualifications and to determine if the bid proposal submitted is from a responsible bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc. will be used in evaluating bids. Attach additional sheets if necessary.

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of years company has been engaged in business under this name: \_\_\_\_\_ Years

List other names your company goes by:

1. \_\_\_\_\_ 2. \_\_\_\_\_

List previous company name (s):

1. \_\_\_\_\_ 2. \_\_\_\_\_

Size of Company, Firm, or Corporation

Number of Employees: Full Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_  
Company Value: Equipment Assets: \_\_\_\_\_ Total Assets: \_\_\_\_\_

Is your company registered with the Office of the Connecticut Secretary of State?  Yes  No

If requested, would your company provide a "Good Standing" certificate issued by the Connecticut Secretary of State?  
 Yes  No

List any relevant certifications, licenses, registrations, etc., which qualify your company to meet the requirements of this bid:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of Equipment to be used for this service (include model, year, and manufacturer):

<u>Model</u>	<u>Year</u>	<u>Manufacturer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

INVITATION TO BID

UCHC-8 Rev. 5/07  
Previous Rev. 10/03

Jennifer K. Kelley  
Purchasing Officer

860-679-1988  
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STATE OF CONNECTICUT  
UNIVERSITY OF CONNECTICUT HEALTH CENTER  
FACILITY CONTRACTS & LEASES  
263 Farmington Avenue, MC 4039  
Farmington, CT 06032

Bid Number:  
4-2166

BIDDERS STATEMENT OF QUALIFICATIONS

List any contract awarded to your company within the last three years relevant to this bid proposal (Private company or State of Connecticut agency). If applicable, indicate which State agency; provide the contract name and number, and the Purchasing Agent administering the contract below:

Contract No.: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
State Agency: \_\_\_\_\_  
Purchasing Agent: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_

Contract No.: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
State Agency: \_\_\_\_\_  
Purchasing Agent: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_

Contract No.: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
State Agency: \_\_\_\_\_  
Purchasing Agent: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_

Contract No.: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
State Agency: \_\_\_\_\_  
Purchasing Agent: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_

List any criminal convictions against your company and any of your company's officers, principal shareholders, directors, partners, LLC members and LLC managers:

(Attach additional sheets, if necessary )

List any administrative actions either pending review by the state or determinations that the state has made regarding your company or any of your company's officers, principal shareholders, directors, partners, LLC members or LLC managers. This would include court judgments, actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending in any forum. Include a listing of OSHA violations and any actions or orders pending or resolved with any state agency such as the department of consumer protection, the department of environmental protection, etc. Detail this information on a separate sheet of paper. Such information should be for the last three (3) years.

(Attach additional sheets, if necessary )

I hereby certify under penalty of false statement that all the information supplied is complete and true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title