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

Jennifer K. Kelley
Senior Purchasing Officer

860-679-1988
Telephone Number

STATE OF CONNECTICUT

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

Bid Number:
4-2172
Bid Due Date:
October 2, 2008

Bid: 4-2172
Addendum Number: 3

Title: Service/Maintenance for Amsco/Steris Sterilizers
For: The University of Connecticut Health Center

Bidders Note:
Please incorporate the following information into your bid specifications.

1. **A revised equipment list is attached**. Number of PMs per year for each piece of equipment is noted. We have elected to include several units which are not Amsco/Steris equipment, despite the title of the bid.
2. **The term of this contract has changed** from one year, with the option for two 1-year renewals, to a straight five year contract.
3. **The specifications have changed** from a PM only agreement, to a **full service** agreement, to include PMs, PM parts, call backs, repairs found to be needed during PM inspections, all parts, etc. Please include a copy of your standard contract if, any.
4. **If additional time is required to complete your response, please let me know as soon as possible, and I can extend the due date again. An Excel version of the equipment list will be provided for convenience of response.**

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: September 25, 2008

4-2172 Revised Equipment List

Asset #	Description	Manufacturer	Model	PM FREQ	Serial	Annual Price
UCOAM048A	Sterilizer, Consolidated SSR3AMC	Consolidated	SSR3AMC	4	82789	$
UCOAM048B	Steam Generator, Sussman IMBA 20	Sussman	IMBA20	6	5585800X98	$
UCOAM048C	Washer, Scientific SW3000	Scientific	SW3000	1	30068911050	$
UCO26A	Sterilizer, Consolidated SSR3AMC	Consolidated	SSR3AMC	4	91592	$
UCO05A	Sterilizer, Consolidated SSR-3A-MC	Consolidated	SSR-3A-MC	4	92391	$
UCO05B	Washer, Lancer 1400UP	Lancer	1400UP	1	1E1036W	$
UCO05C	Dryer, Lancer LBSEC 1400	Lancer	LBSEC 1400	1	15071004	$
UCOC2030	Sterilizer W/Boiler, Castle 3323	Castle	3323	6	642460	$
UCORES2	Sterilizer, Amsco Eagle GP	Amsco	2021	4	125385-013	$
UCORES6	Sterilizer, Amsco 2021	Amsco	2021	4	128385006	$
UCORES7	Bedding Dump Station, Girton BD	Girton	BD 3036	1	98120101	$
UCOCS1	Washer, Amsco 444	Amsco	444	4	3600496007	$
UCOCS2	Washer, Amsco 444	Amsco	444	4	3600496008	$
UCOCS3	Washer, Amsco 444	Amsco	444	4	12999702	$
UCOCS4	Cart Washer, Amsco 120	Amsco	120	6	3634094002	$
UCOCS5	Vac Sterilizer, Amsco 3053	Amsco	3053	4		$
UCO1019B	Washer, Amsco 1021	Amsco/Hoplab	1021	4	3605686082	$
UCO1029A	Sterilizer, Amsco 2021	Amsco	2021	4	0112085-005	$
UCO1029D	Steam Generator, Sussman IMB20	Sussman	IMB20	6	5585988-W99	$
UCO3031A	Sterilizer, Amsco 2021	Amsco	2021	4	0111985-002	$
UCO1079A	Sterilizer, Amsco 2021	Amsco	2021	4	0112185-002	$
UCO1079B	Washer, Amsco 1021	Amsco/Hoplab	1021	4	3604586086	$
UCO1079D	Steam Generator, Sussman IMBA20	Sussman	IMBA20	6	8585905-R99	$
UCO2019A	Sterilizer, Amsco 2021	Amsco	2021	4	0112185-001	$
UCO2019B	Washer, Amsco 1021	Amsco/Hoplab	1021	4	3645	$
UCO2019D	Steam Generator, Sussman IMBA20	Sussman	IMBA20	6	5586155-S20	$
UCO2030A	Sterilizer, Amsco 2051	Amsco	2051	4	011385-006	$
UCO2030B	Sterilizer, Amsco 2051	Amsco	2051	4	0131585-006	$
UCO3031B	Washer, Amsco 1021	Amsco/Hoplab	1021	4	3604586082	$
UCO3031D	Steam Generator, Sussman IMBA20	Sussman	IMBA20	6	5585987-W99	$
UCO3082A	Sterilizer, Amsco 2021	Amsco	2021	4		$
UCO3082B	Washer, Hoplab 1021	Amsco/Hoplab	1021	4	3604586083	$
UCO3082D	Steam Generator, Sussman IMBA	Sussman	IMBA20	6	5586225X200	$
UCO4018A	Sterilizer, Amsco 2021	Amsco	2021	4	11218505	$
UCO4018B	Washer, Amsco 1021	Amsco/Hoplab	1021	4	3605086081	$
UCO4018D	Steam Generator, Sussman MBNA20	Sussman	MBNA20	6	SS86117-R20	$
UCO5021A	Sterilizer, Amsco 2021	Amsco	2021	4	00117285-00	$
UCO5021B	Washer, Amsco 1021	Amsco/Hoplab	1021	4	360568081	$

4-2172 Revised Equipment List

Asset #	Description	Manufacturer	Model	PM FREQ	Serial	Annual Price
UCO5021D	Steam Generator, Sussman ES30A	Sussman	ES30A	6	SS86736-T03	$
UCO5079A	Sterilizer, Amsco 2021	Amsco	2021	4	111685-002	$
UCO5079B	Washer, Amsco 1021	Amsco/Hoplab	1021	4	3604586081	$
UCO5079D	Steam Generator, Amsco CH05-861-5	Amsco	CH05-861-5	6	22432	$
UCO6090B	Washer, Amsco 1021	Amsco/Hoplab	1021	4	3602286082	$
UCO7031A	Sterilizer, Amsco 2021	Amsco	2021	4	111985001	$
UCO7031B	Washer, Amsco 1021	Amsco/Hoplab	1021	4	3602286081	$
UCO7031D	Steam Generator, Amsco CH05-861-5	Amsco	CH05-861-5	6	21067	$
UCO7097A	Sterilizer, Amsco 2021	Amsco	2021	4	00111685-00	$
UCO7097B	Washer, Amcso 1021	Amsco/Hoplab	1021	4	3604586084	$
UCO7097D	Steam Generator, Amsco CH05-861-5	Amsco	CH05-861-5	6	22393	$
UCOLB010	Sterilizer, Amsco Eagle	Amsco	Eagle	4	116186009	$
UCOOR1	Sterilizer, Amsco 3011	Amsco	3011	4	12039221	$
UCOOR2	Sterilizer, Amsco 3011	Amsco	3011	4	135188001	$
UCOOR3	Sterilizer, Amsco V116	Amsco	Century V116	4	10880101	$
C2036	Sterilizer	Consolidated	N/A	4	25496	$
UCORES9	Boiler/Steam Generator	Amsco	L-20AS	6	10EB50-410	$
UCORES8	Boiler/Steam Generator (Power Pack)	Amsco	CH05-861-500	6	22385	$
UCOO5D	Boiler/Steam Generator (Power Pack)	Amsco	CH05-861-500	6	22381	$
UCORES5	Sterilizer Amsco 48x48	Amsco	48x48	6	13019702	$
UCORES1	Sterilizer Amsco 48x48	Amsco	48x48	6	318523	$
UCOMARV1	VAC STER	AMSCO	V148	4		$
UCOMARV2	WASHER	AMSCO	400	4		$
UCOMARV3	GENERATOR	FULTON	65KW	6	14666-0-558	$
UCOSC3	WASHER	AMSCO	SYNERGY	4	363QB054003	$
UCOSC1	VAC STER	AMSCO	3033	4	R812690408	$
UCOSC5	GRAV STER	AMSCO	3011	4	R813480401	$
UCOSC4	GRAV STER	AMSCO	3011	4	R813560401	$
UCOSC2	VAC STER	AMSCO	3023	4	R8135850401	$
EG047A	STERILIZER	Castle	533LS	4	03A03741	$
EG047D	GENERATOR	Castle	CAS30C	6	GC-315120-03	$
EG047B	WASHER	Castle	4656	4	SEV0250081	$
L2030	GENERATOR	Sussman	ES 60	6	N416346098	$
L2030	GENERATOR	Sussman	ES 60	6	N4163455098	$
UC0	STERILIZER	Castle	833HC	4	05M06548	$
						$ -

Grand Total

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

Jennifer K. Kelley
Senior Purchasing Officer

860-679-1988
Telephone Number

STATE OF CONNECTICUT

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

Bid Number:
4-2172
Bid Due Date:
September 17, 2008

Bid: 4-2172
Addendum Number: 2

Title: Service/Maintenance for Amsco/Steris Sterilizers
For: The University of Connecticut Health Center

Bidders Note:
Please incorporate the following information into your bid specifications.

Q: Will the PM schedule include four (4) quarterly visits or a single, one-time PM visit for each piece of equipment listed?

A: The column marked "Status" on the equipment list indicates the intervals of the PMs. (This was not stated in the original bid.) "ANN" means annual, 1 PM per year, "BM" means bi-monthly, every two months (6 PMs per year), and "Q" means quarterly, 4 PMs per year.

Q: Are service call backs to be included in the bid price or does this just include the PM visits?

A: The price per piece of equipment will just include PM visits. Service call backs, if needed are to be billed at the time and material rates supplied.

Q: Is the bid to include only the cost of parts required for the PM service?

A: Yes.

Q: Is there a list of parts that would be require replacement during the PM service or will the OEM recommendations be used?

A: Please refer to OEM recommendations.

Because of a delay in getting the revised equipment list, the bid due date is hereby extended to Thursday, October 2, 2008 at 3:00 PM. Another addendum will be issued when the equipment information is in hand.

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: September 15, 2008

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

Jennifer K. Kelley
Senior Purchasing Officer

860-679-1988
Telephone Number

STATE OF CONNECTICUT

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

Bid Number:
4-2172
Bid Due Date:
September 17, 2008

Bid: 4-2172

Addendum Number: 1

Title: Service/Maintenance for Amsco/Steris Sterilizers

For: The University of Connecticut Health Center

Bidders Note:
The due date for this bid is hereby extended for one week, to September 17, 2008 at 2:30 PM.

Another addendum will be issued with changes to the equipment list.

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: September 9, 2008

INVITATION TO BID

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

Jennifer K. Kelley
Purchasing Services Officer

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
4-2172	**September 10, 2008**	**2:30 PM**
Bid Title:	**Service/Maintenance for Amsco/Steris Sterilizers**	

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

BID NUMBER: 4-2172

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:

SEALED BID NO:	**4-2172**
NOT TO BE OPENED UNTIL:	**September 10, 2008 at 2:30 PM**

RETURN PROPOSAL TO:
University of Connecticut Health Center
263 Farmington Avenue MC 4039
Farmington, CT 06030-4039

☐ 12. Hand-delivered Proposals are to be presented at **University of Connecticut Health Center, Facility Contracts & Leases, 2nd 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

Jennifer K. Kelley
Purchasing Services 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

Page 1 of 5

Bid Number:

4-2172

Read & Complete Carefully

BID NO:	BID DUE DATE:	BID DUE TIME:	BID SURETY:	DATE ISSUED:
4-2172	September 10, 2008	2:30 PM	See Proposal Schedule	August 18, 2008

DESCRIPTION: **Service/Maintenance for Amsco/Steris Sterilizers**

FOR: UConn Health Center	TERM OF CONTRACT:	Date of Award through June 30, 2009 (with option to renew for one additional 1-year periods)

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):** ☐ SSN ☐ FEIN WRITE/TYPE SSN/FEIN NUMBER ABOVE

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: SIGN HERE	Date Executed
Type or Print Name of Authorized Person	Title of Authorized Person
Is your business **currently** a DAS *Certified* Small Business Enterprise?	☐ YES (Attach a copy of Certificate) ☐ NO
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: 4-2172

SECTION 1of 2 –*BIDDER INFORMATION* (Continued)

	Bidder's Address	**Remittance Address** (☐**Same as Bidder Address**)	
No. and Street			
City, State , Zip Code			
Contact Person		Web Address	
Telephone Number		Cell Number	
Fax Number			

Business entity: ☐ LLC ☐ non-profit ☐ partnership: ☐ individual/sole proprietorship
☐ CORPORATION TYPE OF CORPORATION: State Organized in:

Note: If Individual/Sole Proprietor, Individual's Name (As Owner) Must Appear in the Legal Business Name Block above.

Business type: 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)	

For Purchase Order Distribution: 1) Check only one box below 2) Input e-mail address or Fax # (if checked)

☐ E-mail ☐ Fax ☐ USPS Mail

Name:	
E-Mail Address:	
Telephone Number:	

For Invitation to Bid (Bid) Distribution: 1) Check only one box below 2) Input e-mail address or Fax # (if checked)

☐ E-mail ☐ Fax ☐ USPS Mail

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

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: 4-2172

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 paragraph3.(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

Jennifer K. Kelley
Purchasing Officer

860-679-1988
Telephone Number

THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED

Read & Complete Carefully

Bid No. 4-2172

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 Contactor 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

Read & Complete Carefully

Jennifer K. Kelley
Purchasing Officer
860-679-1988
Telephone Number

Bid No. 4-2172

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 (l)(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 in 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 2** **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:** 4-2172 Delivery: **Terms:** Cash Discount: % # Days **Bidder Name:** **SSN or FEIN #:**

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	Provide preventative maintenance including labor and parts, in accordance with the manufacturer's requirements, for Amsco/Steris Sterilizer Equipment at the UConn Health Center for the period from the date of award through June 30, 2009, with the option to renew for two additional 1-year periods at the discretion of the UConn Health Center. Preventative maintenance shall be in accordance with the manufacturer's recommendations for each piece of equipment. Repairs will be completed as required upon authorization from Facilities Management personnel, at the rates provided. Repairs should not be included in your preventative maintenance cost. List of equipment is attached. Notes: 1. Provide 3 references from customers of similar size and scope as the UCHC. Include: Contact Name, Phone & Fax numbers and email address. 2. UCHC Standard Contract (Exhibit 1) The attached University of Connecticut Health Center Standard Contract will be used to let any contract that results from this procurement action. **(<u>It is included for reference only and does not need to be completed or returned with bid response</u>)** Bidders are encouraged to submit an electronic version of their own contract (if any) for terms and conditions consideration. 3. Deadline for submission of questions will be five business days before due date of bid. 4. Invoice Payment shall be net 30 days from receipt date of invoice. Invoice quarterly. **5. PUBLIC SAFETY REQUIREMENTS:** In accordance with UCHC Policy No. 2001-3 and applicable federal and state laws, the University of			**Please provide pricing information where requested in the equipment list and the hourly rates section.**	

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 2 of 2** **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:** 4-2172 Delivery: **Terms:** Cash Discount: % # Days **Bidder Name:** **SSN or FEIN #:**

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	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.				
	Please provide the following rates for repairs not covered under the scope of the contract: Regular time:			$_____/hour	
	Overtime			$_____/hour	
	Premium: (Saturday/Sunday/Holiday)			$_____/hour	
	Material: (circle one)			Cost plus/list less_____%	
	Parts: (circle one)			Cost plus/list less_____%	
	Direct all questions via email to: Jennifer Kelley Senior Purchasing Officer email: jkk1011@adp.uchc.edu Phone: 860-284-5872 Fax: 860-679-2508				

Line	Asset#	Description	Mfgr.	Model #	Serial #	Location	Status	Annual Price
1	UCOAM048A	Sterilizer. Consolidated SSR3AMC	Consolidated	SSR3AMC	82789	AM048	BM	$
2	UCOAM048B	Steam Generator, Sussman IMBA 20	Sussman	IMBA20	5585800X98	AM048	BM	$
3	UCOAM048C	Washer. Scientific SW3000	Scientific	SW3000	30068911050	AM048	ANN	$
4		Sterilizer	Consolidated		25496	BB010	BM	$
5		Boiler/Steam Generator	Amsco	L-20AS	10EB50-410	BB010	BM	$
6	UCO26A	Sterilizer. Consolidated SSR3AMC	Consolidated	SSR3AMC	91592	BLD 26	BM	$
7	UCO05A	Sterilizer. Consolidated SSR-3A-MC	Consolidated	SSR-3A-MC	92391	BLD 5	ANN	$
8	UCO05B	Washer. Lancer 1400UP	Lancer	1400UP	1 E1036W	BLD 5	ANN	$
9	UCOC2030	Sterilizer W/Boiler. Castle 3323	Castle	3323	642460	C 2030	BM	$
10	UCORES7	Bedding Dump Station. Girton BD 3036	Girton	BD 3036	98120101	CLAC	ANN	$
11	CLACA	Tunnel Washer	Castle	5000	D973327	CLAC	BM	$
12	UCORES5	Sterilizer. Amsco 48X48	Amsco	48X48	13019702	CLAC/TAF	BM	$
13	UCOCSI	Washer, Amsco 444	Amsco	444	3600496007	CSS	BM	$
14	UCOCS2	Washer, Amsco 444	Amsco	444	3600496008	CSS	BM	$
15	UCOCS3	Washer, Amsco 444	Amsco	444	12999702	CSS	BM	$
16	UCOCS4	Cart Washer. Amsco 120	Amsco	120	3624094002	CSS	BM	$
17	UCOCS5	Vac Sterilizer. Amsco 3053	Amsco	3053	3609800005	CSS	BM	$
18	UCOCSA	Sterilizer. Amsco 4033	Amsco	4033	3609800005	CSS	BM	$
19	EG047A	Sterilizer	Castle	533LS	03A03741	E Ground	BM	$
20	EG047D	Steam Generator	Castle	CAS30C	GC-315120-03	E Ground	BM	$
21	EG047B	Washer/Disinfector	Castle	4656	SEV0250081	E Ground	BM	$
22	E1D	Steam Generator	Castle	CAS30A	GC30464-R98	E1009	BM	$
23	E1A	Washer	Castle	4656	701675	E1009	BM	$
24	E2D	Steam Generator	Castle	CAS30AS	MTD30315-598	E2009	BM	$
25	E2A	Washer	Castle	4656	701669	E2009	BM	$
26	E3D	Steam Generator	Castle	CAS30AS	MTD30311-W97	E3009	BM	$
27	E3A	Washer	Castle	4656	701673	E3009	BM	$
28	E4D	Steam Generator	Castle	CAS30AS	GC-30387-098	E4009	BM	$
29	E4A	Washer	Castle	4656	701672	E4009	BM	$
30	E5D	Steam Generator	Castle	CAS30AS	GC-30474-T98	E5009	BM	$
31	E5A	Washer	Castle	4656	701674	E5009	BM	$
32	E6D	Steam Generator	Castle	CAS30AS		E6009	BM	$
33	E6A	Washer	Castle	4656	701670	E6009	BM	$
34	E7D	Steam Generator	Castle	CAS30B	GC-31298-02002	E7009	BM	$

Line	Asset#	Description	Mfgr.	Model #	Serial #	Location	Status	Annual Price
35	E7A	Washer	Castle	4656	701671	E7009	BM	$
36	UCO1019B	Washer. Amsco 1021	Amsco	1021	3605686082	L1029	BM	$
37	UCO1029A	Sterilizer. Amsco 2021	Amsco	2021	0112085-005	L1029	BM	$
38	UCO1029D	Steam Generator. Sussman IMB20	Sussman	IMB20	5585988-W99	L1031	BM	$
39	UCO3031A	Sterilizer. Amsco 2021	Amsco	2021	0111985-002	L1031	BM	$
40	UCO1079A	Sterilizer. Amsco 2021	Amsco	2021	0112185-002	L1079	BM	$
41	UCO1079B	Washer. Amsco 1021	Amsco	1021	3604586086	L1079	Q	$
42	UCO1079D	Steam Generator. Sussman IMBA20	Sussman	IMBA20	8585905-R99	L1084	BM	$
43	UCO2019A	Sterilizer. Amsco 2021	Amsco	2012	0112185-001	L2019	BM	$
44	UCO2019B	Washer, Amsco 1021	Amsco	1021	3645	L2019	BM	$
45	UCO2019D	Steam Generator. Sussman IMBA20	Sussman	IMBA20	5586155-S20	L2020	BM	$
46	UCO2030A	Sterilizer. Amsco 2051	Amsco	2051	011385-006	L2030	BM	$
47	UCO2030B	Sterilizer. Amsco 2051	Amsco	2051	0131585-006	L2030	BM	$
48	UCO2030D	Steam Generator, Amsco LB100	Amsco	LB100	32214	L2030	BM	$
49	UCO3031B	Washer, Amsco 1021	Amsco	1021	3604586082	L3031	BM	$
50	UCO3031D	Steam Generator. Sussman IMBA20	Sussman	IMBA20	5585987-W99	L3032	BM	$
51	0003082A	Sterilizer. Amsco 2021	Amsco	2021	112385008	L3082	BM	$
52	0003082B	Washer. Hoplab 1021	Hoplab	1021	3604586083	L3082	Q	$
53	0003082D	Steam Generator. Sussman IMBA	Sussman	IMBA20	5586225X200	L3082	BM	$
54	UCO4018A	Sterilizer. Amsco 2021	Amsco	2021	11218505	L4018	BM	$
55	UCO4018B	Washer. Amsco 1021	Amsco	1021	3605086081	L4018	Q	$
56	UCO4018D	Steam Generator. Sussman MBNA20	Sussman	MBNA20	SS86117-R20	L4019	BM	$
57	UCO5021A	Sterilizer. Amsco 2021	Amsco	2021	00117285-00	L5021	BM	$
58	UCO5021B	Washer. Amsco 1021	Amsco	1021	360568081	L5021	Q	$
59	UCO5021D	Steam Generator. Sussman ES30A	Sussman	ES30A	SS86736-T03	L5021	BM	$
60	UCO5079A	Sterilizer. Amsco 2021	Amsco	2021	111685-002	L5079	BM	$
61	UCO5079B	Washer, Amsco 1021	Amsco	1021	3604586081	L5079	Q	$
62	UCO5079D	Steam Generator. Amsco CH05-861-5	Amsco	CH05-861-5	22432	L5080	BM	$
63	UC06090B	Washer. Amsco 1021	Amsco	1021	3602286082	L6090	Q	$
64	UC07031A	Sterilizer. Amsco 2021	Amsco	2021	111985001	L7031	BM	$
65	UC07031B	Washer. Amsco 1021	Amsco	1021	3602286081	L7031	Q	$
66	UC07031D	Steam Generator, Amsco CH05-861-5	Amsco	CH05-861-5	21067	L7031	BM	$
67	UC07097A	Sterilizer. Amsco 2021	Amsco	2021	00111685-00	L7097	BM	$
68	UC07097B	Washer. Amcso 1021	Amsco	1021	3604586084	L7097	Q	$
69	UC07097D	Steam Generator. Amsco CH05-861-5	Amsco	CH05-861-5	22393	L7097	BM	$
70	UCORES2	Sterilizer. Amsco 2021	Amsco	2021	125385-013	LB012	BM	$
71	UCORES1	Sterilizer. Amsco 48x48	Amsco	48X48	318523	LB036	BM	$
72	UCOLB010	Sterilizer. Amsco Eagle	Amsco	Eagle	116186009	LB101	BM	$

Line	Asset #	Description	Mfgr.	Model #	Serial #	Location	Status	Annual Price
73	UCORES6	Sterilizer. Amsco 2021	Amsco	2021	128385006	LBO10	BM	$
74		Autoclave	Steris	R8-12890408		MARB 2	BM	$
75		Autoclave	Steris	R81-13560401		MARB 2	BM	$
76		Washer	Steris	UCC081208-1		MARB 2	BM	$
77		Autoclave	Steris	RB 13480401		MARB 2	BM	$
78		Autoclave	Steris	SV-148H		MARB -4	BM	$
79		Washer	Steris	Reliance 400		MARB -4	BM	$
80		Boiler	Steris	14666-0-558		MARB -4	BM	$
81	UCOOR1	Sterilizer. Amsco 3011	Amsco	3011	12039221	OR # 1	BM	$
82	UCOOR3	Sterilizer. Amsco VI	Amsco	VI	10880101	OR # 3	BM	$
83	UCOOR2	Sterilizer, Amsco 3011	Amsco	3011	135188001	OR # 6	BM	$
84		PowerPack	Amsco	CH-05-861-500	22385			$
85		PowerPack	Amsco	CH-05-861-500	22381			$

Total $

REFERENCES

1.	**CUSTOMER REFERENCE**
Company Name:	
Street Address:	
State:	
Zip Code:	
Contact Name:	
Phone:	
Fax:	
Email:	

2.	**CUSTOMER REFERENCE**
Company Name:	
Street Address:	
State:	
Zip Code:	
Contact Name:	
Phone:	
Fax:	
Email:	

3.	**CUSTOMER REFERENCE**
Company Name:	
Street Address:	
State:	
Zip Code:	
Contact Name:	
Phone:	
Fax:	
Email:	

4.	**CUSTOMER REFERENCE**
Company Name:	
Street Address:	
State:	
Zip Code:	
Contact Name:	
Phone:	
Fax:	
Email:	

INVITATION TO BID
UCHC-5

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 Services Officer

860-679-1988
Telephone Number

Read & Complete Carefully

BID NO: 4-2172

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)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information **Bid No. 4-2172**

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 ☐ No ☐ -Bidder is a minority business enterprise: Yes ☐ No ☐ (If yes, check ownership category) Black ☐ Hispanic ☐ Asian American ☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability: ☐ Female: ☐
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ☐ No ☐
Other Locations in Ct. (If any)	- DAS Certification Number:

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ☐ No ☐	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ☐ No ☐
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ☐ No ☐	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ☐ No ☐
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy Yes ☐ No ☐	9. Does your company have a mandatory retirement age for all employees? Yes ☐ No ☐
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ☐ No ☐	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ☐ No ☐ NA ☐
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ☐ No ☐	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ☐ No ☐ NA ☐
6. Does your company have a collective bargaining agreement with workers? Yes ☐ No ☐ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ☐ No ☐ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ☐ No ☐	12. Does your company have a written affirmative action Plan? Yes ☐ No ☐ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ☐ No ☐ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information Date: **BID No.: 4-2172**

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)

SOURCE	YES	NO	% of applicants provided by source
State Employment Service	☐	☐	
Private Employment Agencies	☐	☐	
Schools and Colleges	☐	☐	
Newspaper Advertisement	☐	☐	
Walk Ins	☐	☐	
Present Employees	☐	☐	
Labor Organizations	☐	☐	
Minority/Community Organizations	☐	☐	
Others (please identify)	☐	☐	
	☐	☐	
	☐	☐	

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

☐	Work Experience
☐	Ability to Speak or Write English
☐	Written Tests
☐	High School Diploma
☐	College Degree
☐	Union Membership
☐	Personal Recommendation
☐	Height or Weight
☐	Car Ownership
☐	Arrest Record
☐	Wage Garnishments

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

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)

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

Bid Number:
4-2172

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 **with** bid or proposal		AG FORM (Individual or Contractor)	FORM 5*	FORM 6 **
submit form **at time of** contract execution	FORM 3	AG FORM (Individual or Contractor)	FORM 1 FORM 5*	FORM 6 **
submit form **after** contract execution				FORM 6 **
submit form **annually** 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.

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 of 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 , and the Office of Policy and Management, 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.

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 #4-2172

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 it 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 contactor 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:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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 4-2172

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 4-2172

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

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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

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

_____
Awarding State Agency

SEEC FORM 11 (Bid 4-2172)

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

UNIVERSITY OF CONNECTICUT HEALTH CENTER
NON-DISCRIMINATION CERTIFICATION
Bid 4-2172

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 Statues § 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

Rev. 09-20-07

UNIVERSITY OF CONNECTICUT HEALTH CENTER
NON-DISCRIMINATION CERTIFICATION
Bid 4-2172

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

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER
FACILITY CONTRACTS & LEASES

Bid Number:
4-2172

Jennifer K. Kelley
Purchasing Officer

263 Farmington Avenue, MC 4039
Farmington, CT 06032

860-679-1988
Telephone Number

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 initialed 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 Polices 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:

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER
FACILITY CONTRACTS & LEASES

Bid Number:
4-2172

Jennifer K. Kelley
Purchasing Officer

263 Farmington Avenue, MC 4039
Farmington, CT 06032

860-679-1988
Telephone Number

STANDARD BID AND CONTRACT TERMS & CONDITIONS

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

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:

4-2172

BIDDERS STATEMENT OF QUALIFICATIONS

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):

Model	Year	Manufacturer

INVITATION TO BID

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

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:

4-2172

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

EXHIBIT 1

University of Connecticut Health Center
Contract No. 6-xxxx

THIS AGREEMENT ("Agreement") is made and entered into by and between_____(hereinafter "Contractor"), the UNIVERSITY OF CONNECTICUT HEALTH CENTER, 263 Farmington Avenue, Farmington, CT 06030 (hereinafter "UCHC") and hereinafter jointly referred to as "Parties".

WHEREAS, UCHC issued a Request for Proposal No.: 6-xxxx for _____; and

WHEREAS, the Contractor submitted a response thereto; and

WHEREAS, UCHC has determined that the Contractor is the lowest, qualified responsible proposer; and

WHEREAS, in furtherance of that RFP, the parties hereto desire to enter into a contract articulating their respective rights and responsibilities.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby mutually agree as follows:

1) DEFINITIONS. Unless otherwise indicated, the following terms shall have the following corresponding definitions.

a) Cancellation: An end to this contract effected pursuant to a right which this contract creates due to a breach.
b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
c) Contract: The agreement, as of its effective date, between the Proposer and UCHC for any or all Goods or Services at the Proposal price.
d) Contractor: A person or entity who submits a proposal and who executes a contract.
e) Contractor Parties: A contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the contractor is in privity of oral or written contract and the contractor intends for such other person or entity to perform under this contract in any capacity.
f) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
g) Expiration: An end to this contract due to the completion in full of the mutual performances of the parties or due to this contract's term being completed.
h) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
i) Goods: For purposes of this contract, all things which are movable at the time that this contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Section 2, Contractor's Responsibilities.
j) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Section 2, Contractor's Responsibilities.
k) Nonstate entity: For purposes of this contract, a nonstate entity means a municipality, tourism district, audited agency or nonprofit agency. (Conn. Gen. Stat. § 4-230.)
l) Proposal: A proposer's submittal in response to a Request for Proposals.
m) Proposer Parties: A proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the proposer is in privity of oral or written contract and the proposer intends for such other person or entity to perform under this contract in any capacity.

n) Records: All working papers and such other information and materials as may have been accumulated by the contractor in performing this contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
o) Request for Proposals: A UCHC request inviting proposals for Goods or Services.
p) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Section 2, Contractor's Responsibilities.
q) State: The State of Connecticut, all agencies of higher education including UCHC, and any office, department, board, council, commission, institution or other agency of the State.
r) Termination: An end to this contract effected pursuant to a right which this contract creates, other than for breaches.
s) Title: All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use of and to the Goods or Services.

2) CONTRACTOR'S RESPONSIBILITIES. Contractor agrees and is authorized to supply UCHC with the following services, equipment and/or supplies; and UCHC agrees to utilize Contractor for such purposes:

3) CONTRACT TERM.
Start Date:
End Date:
Renewal Option(s):

a) Renewal options are subject to the Office of the Attorney General's approval if this contract is not included in a Memorandum of Agreement between the UCHC and the OAG waiving review and approval of certain specified templated contracts.

4) COST AND SCHEDULE OF PAYMENTS. State of Connecticut is exempt from paying Federal Excise and CT Taxes per Conn. Gen. Stat. § 12-412. Payment shall be made as follows:

a) For services, equipment and/or supplies as outlined in Section 2, Contractor's Responsibilities, UCHC/UCONN shall pay the contractor an amount not to exceed $300,000.00 over the term of the contract by check within thirty (30) days from the receipt date of invoice, verification of work performed, and approval of Contractor's original invoice.

	Payments (Net 30 days from receipt date of invoice)	
1.		
2.		
3.		

5) PURCHASE ORDERS.
a) This contract itself is not an authorization for the Contractor to ship Goods or begin performance in any way. The Contractor may begin performance only after it has received a duly issued purchase order against this contract for performance.
b) UCHC shall issue a purchase order against this contract directly to the Contractor.
c) All purchase orders shall be in written or electronic form, bear this contract number (if any) and comply with all other State and UCHC procurement requirements. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
e) UCHC may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that UCHC shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

6) DELIVERY.

a) Delivery shall be made as ordered and in accordance with this contract. Unless otherwise specified in this contract, delivery shall be to UCHC West Receiving Dock. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the dock or receiving platform. The receiving personnel are not required to assist in this process. The burden of proof of proper receipt of the order shall rest with the Contractor.

b) In order for the time of delivery to be extended, the Contractor must request an extension in writing from the time specified in this contract, such extension applying only to the particular item or shipment from an authorized representative of the UCHC Purchasing Department.

c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of UCHC unless otherwise stated in this contract.

d) All risk of loss and damage to the Goods transfers to UCHC upon delivery (F.O.B. destination designation) to the UCHC West Receiving Dock or other location as designated by UCHC.

7) GOODS INSPECTION. UCHC shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in this contract. If any Goods fail in any way to meet the specifications in this contract, UCHC may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, as agreed to by the Parties depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

8) GOODS' STANDARDS AND APPURTENANCES. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under this contract. Where this contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

9) REJECTED ITEMS: ABANDONMENT.

Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to UCHC premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. UCHC may, by written notice and in accordance with the terms and conditions of this contract, direct the Contractor, at its expense, to remove any or all such Goods ("Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, "Contractor Property") from and out of UCHC premises and any other location which UCHC manages, leases or controls. Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Proposer Parties, that:

a) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in UCHC and the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

b) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

c) they vest authority, without any further act required on their part or UCHC's part, to use or dispose of the Rejected Goods and Contractor Property, in UCHC's sole discretion, as if the Rejected Goods and Contractor Property were UCHC's own property and in accordance with law, without incurring any liability or obligation to this contract, the Contractor or any other party;

d) if UCHC incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, UCHC shall invoice the Contractor for all such

cost and expenses and Contractor shall reimburse UCHC no later than thirty (30) days after the date of invoice; and they do remise, release and forever discharge UCHC and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against UCHC and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

10) CONTRACTOR QUALIFICATIONS AND STATUS. Contractor represents that it is fully experienced and properly qualified to perform the services contracted for herein, and that it is properly licensed, equipped, organized and financed to perform such services, at its own expense. If applicable, at UCHC's request, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this contract, as evidence that such are in full force and effect. Contractor shall act as an independent Contractor in performing this contract, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this contract. Contractor shall perform all services in accordance with its methods, subject to compliance with this contract and all applicable laws and regulations. It is acknowledged that services rendered by Contractor to the UCHC hereunder do not in any way conflict with other contractual commitments with or by Contractor.

11) CONTRACTOR GUARANTIES. Contractor shall:

a) be responsible for the entire performance under this contract, regardless of whether the Contractor itself performs;
b) be the sole point of contact concerning the management of this contract, including performance and payment issues;
c) be solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this contract;
d) guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at UCHC's option, replace them;
e) exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. Contractor shall promptly report any damage, regardless of cause, to UCHC;
f) adhere to all contractual provisions ensuring the confidentiality of records that Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
g) neither disclaim, exclude, nor modify the implied warranties of fitness for a particular purpose or of merchantability.

12) CONTRACTOR CHANGES.

a) Contractor shall notify UCHC in writing no later than ten (10) days from the effective date of any change in:
   i) its certificate of incorporation or other organizational document;
   ii) more than a controlling interest in the ownership of Contractor;
   iii) the individual(s) in charge of the Performance; or
   iv) licensure whether by revocation, suspension or other restriction, or expiration.
b) This change shall not relieve Contractor of any responsibility for the accuracy and completeness of the Performance. UCHC, after receiving written notice by Contractor of any such change, may require such agreements, releases and other instruments evidencing, to UCHC's satisfaction, that any individuals retiring or otherwise separating from Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this contract. Contractor shall deliver such documents to UCHC in accordance with the terms of UCHC's written request. UCHC may also require, and Contractor shall deliver, a financial statement showing that solvency of Contractor is maintained. The death of any Contractor Party, as applicable, shall not release Contractor from the obligation to perform under this contract; the surviving Contractor Parties, as appropriate, must continue to perform under this contract until performance is fully completed.

13) LABOR AND PERSONNEL.

a) At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this contract. Contractor agrees not to subcontract any of the services to be provided under this contract without the prior written permission of UCHC. Contractor shall advise UCHC promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to the Contractor involving Contractor's employees or subcontractor which may reasonably be expected to affect Contractor's performance of services under this contract. UCHC may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to UCHC to provide the services otherwise to be performed by Contractor hereunder. The Contractor will assume full financial responsibility for any economic harm caused to UCHC by such subcontract arrangement.

b) Contractor shall, if requested to do so by UCHC, reassign from this contract any employee or authorized representative whom UCHC, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, UCHC shall give ten (10) days notice to Contractor of UCHC's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy UCHC that the employee should not be reassigned; however, UCHC's decision in its sole discretion after such five (5) day period shall be final. Should UCHC still desire reassignment, then no longer than five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from this contract.

c) The foregoing notwithstanding, UCHC reserves the right to require the immediate removal of any such employee which UCHC reasonably believes, in its sole discretion, represents an immediate risk to the health safety, and/or reputation of UCHC and its community.

14) BACKGROUND CHECKS. 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.

15) WORKING AND LABOR SYNERGIES. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this contract.

16) TERMINATION

a) Notwithstanding any other provisions in this contract, UCHC, through a duly authorized representative, may terminate this contract whenever UCHC, in its sole discretion, makes a determination that such termination is in the best interests of UCHC and the State of Connecticut.

b) UCHC shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its obligations under this contract prior to such date. UCHC shall send the Notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to UCHC for purposes of correspondence, or by hand delivery. Upon receiving such notice from UCHC, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to UCHC all records relating to the Contractor's discharge of responsibilities under this contract. Said records are deemed to be the property of UCHC and the Contractor shall deliver them to UCHC no later than thirty (30) days after the termination or expiration of this contract or fifteen (15) days after the Contractor receives a written request from UCHC for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCEE or .TXT.

c) Upon receipt of a written Notice of Termination from UCHC, the Contractor shall cease operations as directed by UCHC in the Notice, and take all actions that are necessary or appropriate, or that UCHC may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which UCHC directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

d) In the case of any termination, UCHC shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for work properly performed and accepted by UCHC in accordance with Section 2, Contractor's Responsibilities, in addition to all actual and reasonable costs incurred after termination in completing those portions of this contract work which the Contractor was required to complete by the Notice. However, the Contractor is not entitled to receive and UCHC is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by UCHC, the Contractor shall assign to UCHC, or any replacement Contractor which UCHC designates, all subcontracts, purchase orders and other commitments, deliver to UCHC all records and other information pertaining to its performance under this contract, and remove from UCHC premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance of contract obligations as UCHC may request.

e) Upon termination or expiration of this contract, all rights and obligations shall be null and void, so that neither party shall have any further rights or obligations to the other party, except with respect to the sections which survive the termination, or expiration of this contract. All representations, warranties, agreements and rights of the parties under this contract shall survive such termination or expiration to the extent not otherwise limited in this contract and without each one of them having to be specifically mentioned herein.

f) Termination of this contract pursuant to this section shall not be deemed to be a breach of contract by UCHC.

17) BREACH. If either party breaches this contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the Notice does not set forth an effective Contract Cancellation date, then the non-breaching party may cancel this contract by giving the breaching party no less than twenty-four (24) hours prior written notice. If UCHC believes the Contractor has not performed according to the terms of this contract, it may withhold payment in whole or in part pending resolution of the breach, provided that UCHC notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Section 4, Cost, and Schedule of Payments.

18) WAIVER.

a) No waiver of any breach of this contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this contract or at law or in equity.

b) A party's failure to insist on strict performance of any provision of this contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

19) CONTINUED PERFORMANCE. The Contractor and Contractor Parties shall continue to perform their obligations under this contract while any dispute concerning this contract is being resolved.

20) INTELLECTUAL PROPERTY. UCHC's Data Ownership Policy is incorporated herein by reference and may be viewed in its entirety in UCHC POLICY NUMBER 2003-42. All intellectual property, including but not limited to, patentable inventions, patentable plants, novel plant varieties, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this

contract shall be the property of UCHC. Copyright in and to any copyrightable work, including but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in UCHC. Works of authorship and contributions to works of authorship created by the Contractor's performance of the project are hereby agreed to be "works made for hire" as outlined in the U.S. Copyright Office's Copyright Law of the United States of America, Title 17, Circular 92, Chapter 1. However, if UCHC is not able to obtain copyright ownership under the statutory provisions for "works made for hire", then Contractor hereby assigns to UCHC all right, title and interest in such works and contributions. Contractor further agrees to provide UCHC with any and all reasonable assistance which UCHC may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions of works, including the execution of any documents submitted by UCHC: The performance of labor or work, as specified in the Request for Proposals and set forth in Section 2, Contractor's Responsibilities.

21) TANGIBLE PERSONAL PROPERTY.

a) The Contractor on its behalf and on behalf of its affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. § 12-411b, as follows:
   i) For the term of this contract, the Contractor and its affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its affiliates in the same manner as if the Contractor and such affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
   ii) A customer's payment of a use tax to the Contractor or its affiliates relieves the customer of liability for the use tax;
   iii) The Contractor and its affiliates shall remit all use taxes they collect from customers on or before the due date specified in this contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
   iv) The Contractor and its affiliates are not liable for use tax billed by them but not paid to them by a customer; and
   v) Any Contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the general statutes.

b) For purposes of this section of this contract, the word "affiliate" means any person, as defined in section 12-1 of the general statutes that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten (10) per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c) The Contractor represents and warrants that each of its affiliates has vested in the Contractor plenary authority to so bind the affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

22) LAWS AND REGULATIONS.

a) Governing Law. This contract, any and all disputes arising out of or in connection therewith shall in all respects be governed by the laws of the State of Connecticut.

b) Interpretation. This contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in this contract to those statutes and regulations.

c) Time Is of the Essence. Time is of the essence with respect to all provisions of this contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this contract.

d) Indemnification/Hold Harmless.
   i) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

A) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and

B) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

ii) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.

iii) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

iv) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the UCHC prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the UCHC.

v) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

vi) This section shall survive the termination, cancellation or expiration of the contract, and shall not be limited by reason of any insurance coverage.

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

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

g) Summary of State Ethics Laws. Pursuant to the requirements of Conn. Gen. Stat. § 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to Conn. Gen. Stat. § 1-81b is incorporated by reference into and made a part of this contract as if the summary had been fully set forth in this contract.

h) Contracting Affidavits and Certification Forms. Where applicable, the Contractor agrees to execute and submit the affidavits and certifications required by State and Federal law.

i) Executive Orders. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the contract as if they had been fully set forth in it. At the Contractor's request, UCHC shall provide a copy of these Orders to the Contractor. This contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning

procurement of cleaning products and services, in accordance with their respective terms and conditions.

j) Campaign Contribution Restrictions. On February 8, 2007, Governor Rell signed into law Public Act 07-1 (Conn. Gen. Stat. § 9-612), An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice below:

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

k) Non-discrimination. Conn. Gen. Stat. § 4a-60 (2008 Supplement). 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, 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. If this 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 this 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 this 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.

c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e) The contractor shall include the provisions of subsection (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 such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Conn. Gen. Stat. § 4a-60a (2008 Supplement) 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 this 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; (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. Prior to entering into this 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 this 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.

l) Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of this contract. UCHC may cancel this contract if the Contractor fails to comply with the Act.

m) Whistleblowing. This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of this contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars ($5,000) for each offense, up to a maximum of twenty (20) per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The state may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

n) Federal False Claim Act.
   i) The Federal False Claims Act ("FCA") imposes civil penalties on people and companies who knowingly submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government, in order to receive payment. The term "knowingly" is defined as a person, with respect to information, that has actual knowledge that a claim is false, knowingly ignores facts which may reveal false information or disregards the need to check the truth or accuracy of the information. The FCA extends to any payment requested of the federal government. More specifically, the FCA applies to billing and claims sent from UCHC to any government payor program, including Medicare and Medicaid. The FCA also includes provisions intended to protect individuals who report suspected fraud.
   ii) Anyone, or any company that submits a false claim or statement to the government may be fined under the FCA between $5,500 and $11,000 for each such claim submitted, regardless of the size of the false claim, and the person or company could be required to pay an additional fine of three times the value of any charges. (Refer to the following documents for further information: Section 6032 of the Deficit Reduction Act of 2005; 31 U.S.C. §§ 3729-3733 and 3801-3812; Connecticut General Statutes §§ 31-51m, 53a-290 *et seq.*, and 17b-127.)

o) Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.

p) Health Insurance Portability and Accountability Act of 1996.
   i) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (hereafter "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.
   ii) 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

iii) 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

iv) 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

v) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

vi) 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.

vii) Definitions.

A) "Business Associate" shall mean the Contractor.

B) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

C) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

D) "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.

E) "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.

F) "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.

G) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

H) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

I) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

J) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

K) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

L) "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.

viii) Obligations and Activities of Business Associates.

A) 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.

B) 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.

C) 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.

D) 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.

E) 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.

F) 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.

G) 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.

H) 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.

I) 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.

J) 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.

K) 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.

L) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

ix) Permitted Uses and Disclosure by Business Associate.

A) 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.

B) Specific Use and Disclosure Provisions.

I) 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.

II) 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.

III) 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).

x) Obligations of Covered Entity.

A) 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.

B) 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.

C) 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.

xi) 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.

xii) Term and Termination.

A) 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 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.

B) Termination for Cause upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

I) 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 Covered Entity; or

II) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

III) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

C) Effect of Termination.

I) Except as provided in (l)(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 PHI.

II) In the event that Business Associate determines that returning or destroying 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 Business Associate maintains or preserves PHI or copies thereof.

xiii) Miscellaneous Provisions.

A) 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.

B) Amendment. The Parties agree to take such action as in 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.

C) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

D) 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.

E) 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.

F) 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.

G) Indemnification. Business Associate shall indemnify and hold 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 Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

23) REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants to UCHC for itself and Contractor Parties that:

a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of this contract and have the power and authority to execute, deliver and perform their obligations under this contract;

b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to UCHC under and pursuant to this contract, including, but not limited to (A) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (B) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;

c) the execution, delivery and performance of this contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (A) any provision of law; (B) any order of any court or the State; or (C) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e) as applicable, they have not, within the three years preceding this contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under this contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;

g) they have not within the three years preceding this contract had one or more contracts with any governmental entity cancelled;

h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract or any assignments made in accordance with the terms of this contract;

i) to the best of their knowledge, there are no claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this contract;

j) they shall disclose, to the best of their knowledge, to UCHC in writing any claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. For purposes of Contractor's obligation to disclose any claims to UCHC, the ten (10) days in the section of this contract concerning Disclosure of Contractor Parties Litigation (Section 22(p))shall run consecutively with the ten (10) days provided for in this representation and warranty;

k) their participation in the Request for Proposals process was not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;

l) the Proposal for which the contract was awarded was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this contract, Section 21) of the Proposer, submitting a Proposal for the same goods or services, and is in all respects fair and without collusion or fraud;

m) they are able to perform under this contract using their own resources or the resources of a party who was not a Proposer;
n) Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
q) they owe no unemployment compensation contributions;
r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
s) each Contractor Party has vested in Contractor plenary authority to bind Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms and conditions of this contract and that all appropriate parties shall also provide to UCHC, no later than fifteen (15) days after receiving a request from UCHC, such information as UCHC may require to evidence, in UCHC's sole determination, compliance with this section;
t) except to the extent modified or abrogated in this contract, all Title shall pass to UCHC upon complete installation, testing and acceptance of the goods or services and payment by UCHC;
u) if either party terminates or cancels this contract, for any reason, they shall relinquish to UCHC all title to the goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by UCHC;
v) with regard to third party products provided with the goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
w) they shall not copyright, register, distribute or claim any rights in or to the goods after the effective date of this contract without UCHC's prior written consent;
x) they either own or have the authority to use all title of and to the goods, and that such title is not the subject of any encumbrances, liens or claims of ownership by any third party;
y) the goods do not infringe on or misappropriate any patent, trade secret or other intellectual property right of a third party;
z) UCHC's use of any goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
aa) if they procure any goods, they shall sub-license such goods and that UCHC shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the goods; and
bb) they shall assign or otherwise transfer to UCHC, or afford UCHC the full benefits of any manufacturer's warranty for the goods, to the extent that such warranties are assignable or otherwise transferable to UCHC.

24) IMPLIED WARRANTIES. UCHC does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

25) REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES.

a) If in the course of performance or in any other way related to this contract Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. § 14-1(a)(50) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), Contractor represents and warrants for itself and Contractor Parties that:
    i) it is the owner of record or lessee of record of each such motor vehicle used in the performance of this contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration

shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

ii) each such motor vehicle shall be fully insured in accordance with the provisions of Conn. Gen. Stat. §§ 14-12b, 14-112 and 38a-371, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

iii) each Contractor Party who uses or operates a motor vehicle at any time in the performance of this contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Conn. Gen. Stat. § 14-36a, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

iv) each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

26) PUBLIC RECORDS. This contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars ($2,500,000) between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to Freedom of Information Act ("FOIA") and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of §§ 1-205 and 1-206 of the Connecticut General Statutes.

27) AUDIT AND INSPECTION RECORDS. For purposes of this paragraph, the word "contractor" shall be read to mean "nonstate entity," as that term is defined in Section 1.k above. The contractor shall provide for an annual financial audit acceptable to UCHC for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

28) NONDISCLOSURE/ADVERTISING.

a) Contractor shall not release any information concerning the services provided pursuant to this contract or any part thereof to any member of the public press, business entity or any official body unless prior written consent is obtained from UCHC.

b) Contractor shall not refer to sales to UCHC for advertising or promotional purposes, including, but not limited to posting any material or data on the Internet, without UCHC's prior written approval.

29) CONFIDENTIALITY. All data provided to Contractor by UCHC or developed internally by Contractor with regard to UCHC will be treated as proprietary to UCHC unless UCHC agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by UCHC or others, which may come into Contractor's possession during the term of this agreement, except where disclosure of such information by Contractor is required by governmental authority to ensure compliance with laws, rules or regulations, and such disclosure will be limited to actually so required.

Where such disclosure is required, Contractor will provide advance notice to UCHC of the need for the disclosure and will not disclose absent consent from UCHC.

30) FORCE MAJEURE. UCHC and Contractor shall not be excused from their obligation to perform in accordance with this contract except in the case of Force Majeure events and as otherwise provided for in this contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

31) INSURANCE. Contractor agrees that while performing services specified in this contract it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut and UCHC from any insurable cause whatsoever. If requested, certificates of insurance shall be provided to UCHC.

a) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this contract then automobile coverage is not required.
c) 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.

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

33) SURVIVAL. The rights and obligations of the parties which by their nature survive termination or completion of this contract, including but not limited to those set forth herein in sections relating to Indemnity (Section 22(d)), Nondisclosure/Advertising (Section 27) and Confidentiality (Section 28), shall remain in full force and effect.

34) HEADINGS. The headings or titles of sections, subsections and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

35) NUMBER AND GENDER. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

36) PARTIES. To the extent that any Contractor Party is to participate or perform in any way, directly or indirectly in connection with this contract, any reference in the Request for Proposals and this contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."

37) FURTHER ASSURANCES. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this contract, in order to give full effect to this contract and to carry out the intent of this contract.

38) SEVERABILITY. If any term or provision of this contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those

as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this contract shall be valid and enforced to the fullest extent possible by law.

39) ENTIRE AGREEMENT. This contract, including any changes, amendments, or modifications of this contract shall not be valid unless reduced to writing signed by both parties, and where applicable, approved by the Attorney General or his Designee, constitute the entire agreement between UCHC and Contractor, each named on page 1, on the matters specifically addressed herein. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind of nature not set forth herein. This contract shall supersede all prior written agreements between the parties and their predecessors. This contract shall inure to the benefit of each party's heirs, successors, and assigns.

40) NOTICES. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below or such other address as may hereafter be designated by notice in writing.

If to UCHC: Robert W. Murphy, Director
University of Connecticut Health Center
Office of Facility Contracts & Leases
263 Farmington Avenue, MC4039
Farmington CT 06030

If to Contractor:

41) STATUTORY AUTHORITY. Conn. Gen. Stat. §§ 10a-104, 10a-108, 4a-52a, and 10a-151b.

UNIVERSITY OF CONNECTICUT HEALTH CENTER:

(Print Name) (Signature) (Date)

Title: Director or Purchasing

CONTRACTOR:

(Contractor Name :)

(Contractor's Authorized Representative (Print Name)) (Contractor's Authorized Representative (Signature)) (Date)

Title:

(Federal Employer Identification Number (FEIN) or Social Security Number (SSN))

OFFICE OF THE ATTORNEY GENERAL:

Approved by:

(Print Name) (Associate/Assistant Attorney General (Signature)) (Date)