REQUEST FOR PROPOSAL

RFP No. 4-2177

Bulk Liquid Oxygen Vessel and Product Delivery Service

August 11, 2008

Proposal Due Date:

August 27, 2008
By 2:30 p.m.

Issued by:
Jennifer Kelley
Senior Purchasing Officer
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| SECTION 3) | Generation of Liquid Gas, Certification, Monitoring and Delivery |
| SECTION 4) | Current Bulk Liquid Oxygen and Nitrogen Vessels and Usage Data |
| SECTION 5) | Service |
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SCOPE OF SERVICES REQUESTED

1) INTENT
The University of Connecticut Health Center on behalf of the John Dempsey Hospital wishes to contract for Liquid Oxygen Vessel and Product Delivery Services.

2) GENERAL REQUIREMENTS
   a) All prospective bidders must perform a site survey of the University of Connecticut Health Center/John Dempsey Hospital in Farmington, Connecticut existing bulk liquid oxygen storage locations, vessels, and gas piping systems, including an assessment of the size, the loading pad and ancillary systems associated with the bulk liquid oxygen storage and delivery systems.
   b) The Health Center does not own the existing vessels and equipment. Therefore, as part of the RFP response, the Proposer is to state whether the existing vessels can be used under the new supply agreement.
   c) If not, the Proposer must coordinate and cover all expenses associated with establishing a temporary back-up tanker truck supply, de-installation of existing vessels, rigging, removal of existing vessels and equipment, and replacement with new vessels and equipment, without shutting down service to the facility and ensuring a backup supply is on-line and instantly available during the conversion process.
   d) The Contractor’s personnel performing the installation must comply with the University of Connecticut Health Center security requirements with respect to background checks for personnel working in the hospital, at the job site. The on site personnel must comply with HIPAA patient confidentiality requirements for working in a healthcare environment. The State of Connecticut and the University of Connecticut Health Center reserve the right to reject the construction firm to be used by the bidder on the vessel removal and installation project.
   e) The Proposer shall supply a list of the major components to be installed with the new vessels and bulk liquid oxygen systems.
   f) The Contractor shall provide to UCHC, at no additional cost, any safety-related upgrades for the equipment purchased, for the life of the equipment.
   g) A five-year contract is requested from the Contractor preferably with pricing to be held firm for duration of the agreement.

3) GENERATION OF LIQUID GAS, CERTIFICATION, MONITORING AND DELIVERY
   a) The Contractor is to describe the bulk liquid oxygen generating facilities, their locations, delivery schedules, number of tanker trucks servicing the hospital, gas purity certification, documentation of gas and purity provided with each delivery, and cross-connection prevention systems to be used to avoid any risk of delivering the incorrect gas to the hospital.
   b) Describe the emergency back-up plans to be implemented by your company in the event of a catastrophic failure of the bulk liquid oxygen storage and piping systems at the hospital. What would be the length of time to provide a mobile tanker truck on-site to supply oxygen and describe the emergency service plans that would be used for the hospital?
   c) The Contractor is to describe the vessel contents monitoring systems that will be installed with the bulk storage vessels to reduce the risk of running low on the supply.

4) CURRENT BULK LIQUID OXYGEN VESSEL AND USAGE DATA
   a) The liquid oxygen system consists of a main supply and reserve tanks. These are located at the north end of parking lot “C”. The capacity of the main supply tank is in excess of 275 inches while the reserve tank capacity is approximately 90 inches. The bulk oxygen is stored in a liquid state and becomes gaseous as it is regulated to system pressure of 55 psi.

   b) Main tank capacity = 6000 gallons, or 690,480 scf.
   Reserve tank capacity = 600 gallons, or 69,048 scf.

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<thead>
<tr>
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<th># of Deliveries</th>
<th>Delivery Date</th>
<th>Delivered Quantity</th>
<th>Avg Qty per Delivery Excl Returns</th>
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<td></td>
<td>9,451,012 scf</td>
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5) SERVICE

a) Operator Instructions and Manuals. The Contractor will provide two complete sets of drawings, Operator Manuals, Service Manuals, schematics, and parts lists for the bulk liquid oxygen systems, such that UCHC’s Facilities Maintenance and Operations Department can perform rounds, routine checks of the bulk storage systems and be able to provide first echelon response to any gas delivery problems to the hospital.

b) All scheduled and emergency maintenance on the vessels and systems shall be the responsibility of the Contractor and any installation and rigging shall be performed by the Contractor, and all such costs shall be included in the Contractor’s bulk liquid oxygen supply pricing.

c) Service Response Time During the Life of the agreement Equipment.

i) The Contractor will provide telephone and on-site response for emergency service requests 24 hrs/day, 365 days/yr.

ii) Telephone response to service problems will be provided within 30 minutes.

iii) For the life of the agreement, the Contractor will provide same day on-site response time to service problems. State the location of the primary service engineer and the location and travel time for backup service support for the primary service engineer, in the event of sickness, vacation, etc.
6) ADDITIONAL GENERAL REQUIREMENTS
   a) INSURANCE: BIDDER shall secure and maintain in effect, at its own expense throughout the term of this AGREEMENT insurance policies adequately covering:
      i) Public Liability, Property, and Cargo damage in amounts not less than $5 Million Dollars Combined Single Limit for any single occurrence.
      ii) Workers’ Compensation Insurance in amounts not less than that required by the State of Connecticut.
      iii) Automobile Insurance in amounts not less than that required by the State of Connecticut.
   b) The HOSPITAL shall require a Certificate of Insurance to be delivered to the HOSPITAL within 10 days of award notification.
   c) SECURITY/CONFIDENTIALITY: BIDDER shall comply with all the HOSPITAL confidentiality and security policies and procedures as required by law. When deemed appropriate by the HOSPITAL, BIDDER will be issued identification cards. Such cards shall be surrendered by BIDDER on completion of AGREEMENT, on termination of AGREEMENT, or when requested by the HOSPITAL.
   d) NON-USE OF THE HOSPITAL NAME: BIDDER shall not use or permit the use of the HOSPITAL name or likeness in any advertising or promotional media as a customer or client of BIDDER without prior written consent of the HOSPITAL.
   e) With sixty (60) days written notice, this agreement with the BIDDER may be canceled at any time during the agreement by the HOSPITAL.
   f) Must comply with UCHC JDH HIPAA requirements.

7) CONTRACT PERIOD
   The contract period will be for five years commencing on date of award. The contract may be renewed, upon mutual consent of the parties, for one additional five year period.

8) CONTRACTOR QUALIFICATIONS
   Eligible Proposers will be those firms that have demonstrated:
   a) Experience in the delivery and storage of liquid oxygen healthcare facilities compliance with industry standards and federal, state and local laws and regulations.
   b) Good client relations and an excellent customer service record as evidenced by references from current and former clients. Provide at least three references from clients of similar size and scope to JDH. Please use format below:

<table>
<thead>
<tr>
<th>Client Name</th>
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<tbody>
<tr>
<td>Street Address</td>
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<tr>
<td>City, State, Zip</td>
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<tr>
<td>Web Address</td>
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<tr>
<td>Contact Name</td>
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<td>Phone No.</td>
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<tr>
<td>Fax No.</td>
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<td>Email Address</td>
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c) A Connecticut presence as evidenced by the number of offices the firm maintains in Connecticut

d) An equal employment opportunity record and commitment to diversity as evidenced by the composition of the firm’s personnel and the firm’s affirmative action and equal employment opportunity policies and practices.

e) Acceptable Corporate Citizenship policies, including charitable contribution of time and money; local procurement of goods and services; development of internship programs or scholarships; and policies with regard to the use of women-owned, minority-owned and small business enterprises.

9) SELECTION COMMITTEE
   A Selection Committee comprised of JDH/University of Connecticut Health Center staff or others as deemed appropriate will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.
10) MEETINGS WITH PROPOSERS
At its discretion, the JDH may convene meetings with Proposers in order to gain a fuller understanding of
the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the
JDH decides meetings are warranted, the Office of Facility Contracts and Leases will contact Proposers to
make an appointment.

a) Contractor Selection. It is the State’s intention to notify the successful Proposer by September 15, 2008
and to initiate contract negotiations with the Connecticut Attorney General’s office as soon as possible
thereafter.
b) Timeline. The following timeline, up to and including the deadline for submitting proposals, shall be
changed only by an amendment to this RFP. Dates after the submittal deadline are target dates only.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>August 11, 2008</td>
<td>RFP Released</td>
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<tr>
<td>August 14, 2008</td>
<td>Site Walkthrough (Facilities Management</td>
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<td>Dept. RM NO. LSB014, Sub-basement level)</td>
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<tr>
<td>August 20, 2008</td>
<td>Deadline for Questions</td>
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<tr>
<td>August 22, 2008</td>
<td>Written Answers to Questions Released</td>
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<tr>
<td>August 27, 2008</td>
<td>Proposals Due</td>
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<tr>
<td>September 5, 2008</td>
<td>Contractor Selection</td>
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<tr>
<td>September 15, 2008</td>
<td>Start of Contract Negotiations</td>
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<td>Award</td>
<td>TBD (Award subject to Attorney General review and approval)</td>
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This timetable is tentative and subject to change. Any questions or concerns about the timetable
should be communicated in writing immediately upon receipt of this RFP. Failure to meet the delivery
dates as outlined above may be basis for disqualification of your proposal.

11) PROPOSER INFORMATION
Complete all forms and include any other requested documentation that may pertain to your legal status.
Unfortunately, the forms are redundant in certain areas, however, each form satisfies a
solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time.

12) INDIVIDUAL OR ORGANIZATIONAL PROFILE
a) Qualifications. Describe how your experience, education and training, or special knowledge, skills or
abilities meet the required minimum qualifications of this RFP.
b) Summary of Relevant Experience. Provide a listing of projects that the Proposer has completed within
the last three (3) years in the subject area with emphasis on activities relevant and related to the
proposed project. Additionally, please list any contracts in the last three (3) years between the Proposer
and any agency of the JDH.
c) Organization Chart. If the Proposer is a firm or corporation, provide a diagram showing the
hierarchical structure of functions and positions within the organization.
d) Financial Condition. If the Proposer is a firm or corporation, include the two (2) most recent annual
financial statements prepared by an independent Certified Public Accountant, and reviewed or audited
in accordance with Generally Accepted Accounting Principles (USA). If a Proposer has been in
business for less than two years, such Proposer must include any financial statements prepared by a
Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted
Accounting Principles (USA) for the entire existence of such firm or corporation.
e) References. Include three (3) letters of reference from recent clients. Provide the following information
for each reference: name, title, name of company, company address, and telephone number.

13) STATEMENT OF WORK
a) Work Plan. Provide a detailed description that will demonstrate a grasp of the problems involved and
issues to be addressed as outlined in the above Scope of Work.
b) Deliverables. List and or describe the form and content of each deliverable (outcome). Include a
description of the proposed method of working with the resources or services requested of the JDH (if
any), and the proposed method of receiving JDH approval of deliverables.
c) **Schedule.** Provide a means of demonstrating timely work products and turnaround for issues outlined in the Scope of Services.

14) **PERSONNEL RESOURCES**
Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications and work experience in the subject area. Include a job description for each title assigned to the personnel identified. [Note: JDH must be notified in writing and in advance regarding the departure of any key personnel from the project.]

15) **PROPOSED COST**
Provide a detailed cost proposal including the basis for billing and terms and conditions of payment. Proposal should include hourly billing rates for at least the following categories:

<table>
<thead>
<tr>
<th>Fee Matrix</th>
<th>Unit Price</th>
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<tr>
<td></td>
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<tr>
<td><strong>Pricing</strong></td>
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<tr>
<td>O2/Standard Cubic Foot (scf)</td>
<td>$ scf</td>
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<tr>
<td>Monthly Vessel Lease (Mo)</td>
<td>$ Mo</td>
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<td></td>
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<tr>
<td>Other: please identify</td>
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<tr>
<td>Please provide information on any additional charges for expenses or other costs not included in the cost proposal. Explain in detail:</td>
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</table>

16) **EVALUATION OF PROPOSALS**
A Selection Committee, described above, will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the Proposer in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

a) **PROPOSED WORK PLAN.** Emphasis will be on grasp of the problems involved, soundness of approach and the quality of the overall proposal including the Proposer’s ability to complete the activities/tasks and produce the necessary products within the required time frame and within the budget as stated in the proposal.

b) **PROPOSED COST.**

c) **EXPERIENCE, EXPERTISE, AND CAPABILITIES.** Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed.

d) **REFERENCES.**

e) **DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION**
17) GENERAL INFORMATION/REQUIREMENTS

a) Receipt of Proposals and Estimated Timetable
   All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained in this Request for Proposal must be made via email to:
   Ms. Jennifer Kelley, Senior Purchasing Officer
   University of Connecticut Health Center
   JKK1011@adp.uchc.edu

   i) All requests for clarification must be in writing. Subsequently, the University of Connecticut Health Center’s response to any request for clarification, together with a copy of the written request, will be provided contemporaneously by the University of Connecticut Health Center to all known parties receiving this RFP.

   ii) Responses to all written requests will also be posted on the University of Connecticut Health Center Purchasing Department website: http://purchasing.uchc.edu as well as the DAS website at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

   iii) Under no circumstances may any Bidder or its representative contact any employee or representative of the University of Connecticut Health Center regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

   iv) Any violation of this condition may result in bidder being considered non-compliant and ineligible for award.

b) Requests for clarification by the University of Connecticut Health Center
   The University of Connecticut Health Center may request that any bidder clarify or supplement any information contained in this proposal. Bidders are required to provide a written response within five (5) business days, or sooner, of receipt of any request for clarification by the University of Connecticut Health Center Submission Format/Receipt of Proposal

   i) An original, five (5) hard copies, and one CD or DVD containing a consolidated copy in PDF format of the proposal must be submitted in a sealed envelope or box to:

   UConn Health Center
   Office of Facility Contracts & Leases MC4039
   263 Farmington Avenue
   Farmington, CT 06032
   Attn: RFP: 4-2177

   On or before 2:30 p.m., August 27, 2008

   At the specified time stated above, all proposals received as stipulated, shall be publicly opened and announced. However, due to the complexity of the bid, only the names of the respondents will be read, no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are; however, welcome to attend the bid opening.

   ii) All proposals must be submitted in three ring binders within a sealed envelope or box and labeled as noted above. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

   iii) E-mail or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered.

   iv) Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

   (1) Award and Contract

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

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

(c) ACCEPTANCE OF A BID BY THE UNIVERSITY OF CONNECTICUT HEALTH CENTER IS NOT AN ORDER TO SHIP.

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

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

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

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

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

18) STATE OF CONNECTICUT CONTRACTING AFFIDAVITS/CERTIFICATIONS
The affidavits and certifications found in Exhibit 1 must be completed and returned with the Proposer’s RFP response.

   a) Form of Proposal (without modification)
   b) A comprehensive point-by-point response to all items listed herein, where applicable in accordance with scope requirements
   c) Form 5 - Consulting Affidavit (See accompanying chart)
   d) Bidder Contract Compliance Monitoring Report – CHRO
   e) Form 6 – Affirmation of Receipt of State Ethics Laws Summary
   f) AG Form 1 - Non-Discrimination Certification

19) UNIVERSITY OF CONNECTICUT HEALTH CENTER STANDARD CONTRACT
The University of Connecticut Health Center Standard Contract will be used to let any contract that results from this RFP procurement action. Proposers are encouraged to submit an electronic version of their contract for terms and conditions consideration.
TO: University of Connecticut Health Center  
Office of Facility Contracts & Leases MC4039  
263 Farmington Ave.  
Farmington, CT 06030

1. The undersigned bidder, in response to our Request for Proposal for Bulk Liquid Oxygen Vessel and Product Delivery Service, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto, for the fixed price of $_____________________. Additional services, over and above those defined in this RFP and in the proposal attached hereto, will be invoiced in accordance with the schedule of fees also attached hereto.

2. Bidder acknowledges receipt of addenda, (if any), that are a part of the bidding documents

3. Bidder understands that the University of Connecticut Health Center reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.

4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.

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

6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

7. The University of Connecticut Health Center payment terms are net 30 days after receipt date of invoice. Proposer agrees to these payment terms unless otherwise indicated.

DATE: ____________________________ F.E.I.N: ____________________________
FIRM: ____________________________
NAME: ____________________________ TITLE: ____________________________
ADDRESS: ____________________________
________________________________________________________________________
PHONE: ____________________________ FAX No.: ____________________________
EMAIL: ____________________________
Exhibit 1

STATE OF CONNECTICUT CONTRACTING AFFIDAVITS/CERTIFICATIONS
The affidavits and certifications found in Exhibit 1 must be completed and returned with the Proposer’s RFP response.

   a) Form of Proposal (without modification)
   b) A comprehensive point-by-point response to all items listed herein, where applicable in accordance with scope requirements
   c) Form 5 - Consulting Affidavit (See accompanying chart)
   d) Bidder Contract Compliance Monitoring Report – CHRO
   e) Form 6 – Affirmation of Receipt of State Ethics Laws Summary
   f) AG Form 1 - Non-Discrimination Certification
   g) University of Connecticut Health Center Standard Contract
TO: University of Connecticut Health Center
Office of Facility Contracts & Leases MC4039
263 Farmington Ave.
Farmington, CT 06030

1. The undersigned bidder, in response to our Request for Proposal for Bulk Liquid Oxygen Vessel and Product Delivery Service, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto, for the fixed price of $_______________________. Additional services, over and above those defined in this RFP and in the proposal attached hereto, will be invoiced in accordance with the schedule of fees also attached hereto.

2. Bidder acknowledges receipt of addenda, (if any), that are a part of the bidding documents

3. Bidder understands that the University of Connecticut Health Center reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.

4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.

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

6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

7. The University of Connecticut Health Center payment terms are net 30 days after receipt date of invoice. Proposer agrees to these payment terms unless otherwise indicated.

DATE: _______________________________ F.E.I.N. _______________________________
FIRM: _______________________________
NAME: _______________________________ TITLE: _______________________________
ADDRESS: _______________________________
____________________________________
____________________________________
PHONE ____________________________ FAX No. ____________________________
EMAIL _______________________________
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Consultant’s Name and Title</th>
<th>Name of Firm (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>End Date</td>
</tr>
<tr>
<td>Description of Services Provided:</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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)

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>White</strong> (not of Hispanic Origin)</td>
<td>All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</td>
</tr>
<tr>
<td><strong>Black</strong> (not of Hispanic Origin)</td>
<td>All persons having origins in any of the Black racial groups of Africa.</td>
</tr>
<tr>
<td><strong>Hispanic</strong></td>
<td>All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</td>
</tr>
<tr>
<td><strong>Asian or Pacific Islander</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>American Indian or Alaskan Native</strong></td>
<td>All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</td>
</tr>
</tbody>
</table>

---

### BIDDER CONTRACT COMPLIANCE MONITORING REPORT

#### PART I - Bidder Information

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

**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__
- DAS Certification Number ____________________________

**Other Locations in Ct.**

(if any)

---

#### PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

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

6. Does your company have a collective bargaining agreement with workers? Yes__ No__
   - 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__

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

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

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

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

11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__

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

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

---
Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers?  Yes___ No___

   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

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

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

|                  |      |        |      |        |      |        |      |        |
| Apprentices      |      |        |      |        |      |        |      |        |
| Trainees         |      |        |      |        |      |        |      |        |

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)*
1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

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

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

<table>
<thead>
<tr>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
</tr>
<tr>
<td>Work Experience</td>
</tr>
<tr>
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</tr>
<tr>
<td>Others (please identify)</td>
</tr>
<tr>
<td>Wage Garnishments</td>
</tr>
</tbody>
</table>

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)
STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

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

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

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

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


______________________________  ______________________________
Signature  Date

______________________________  ______________________________
Printed Name  Title

______________________________
Firm or Corporation (if applicable)

______________________________  ______________  ______________  ______________
Street Address  City  State  Zip

Awarding State Agency
UNIVERSITY OF CONNECTICUT HEALTH CENTER

NON-DISCRIMINATION CERTIFICATION

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
of a resolution adopted on the ___ day of ____, 20___ by the governing body of ________________________________,
(name of state or commonwealth) (name of entity)
in accordance with all of its documents of governance and management and the laws of
_______________________________ (name of state or commonwealth)
and further certify that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect.

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

WHEREOF, I, the undersigned has executed this certificate this ___ day of
______________________________ 20___

Print Name: ________________________________
Title: ________________________________
______________________________ Signature ________________________________ Date

Effective June 25, 2007
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.
c) 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.
   a) 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:
      i) 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;
      ii) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
      iii) 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;

iv) 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.”


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
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
(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.


i) If the Contractor 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.

   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
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
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)