REQUEST FOR PROPOSAL

RFP No. : 6-1982

Per Diem Certified Nurse Aids

December 11, 2007

Proposal Due Date:

December 21, 2007
By 12:00PM

Issued By

Robert Murphy
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1) **Scope of Services:**
The University of Connecticut Health Center (UCHC), on behalf of John Dempsey Hospital (JDH), seeks to engage a medical staffing agency to recruit, screen, and hire Certified Nurse Aids (CNA), which meet or exceed John Dempsey Hospital’s personnel standards. Such personnel will be made available on a per diem, temporary or permanent basis.

2) **Service Requirements**
a) Screen, hire, and make available personnel who meet strict UCHC-JDH standards.
b) Provide a completed employment application which includes: three professional work related references, an update clinical skills checklist (annually updated), age specific clinical skills checklists and testing as required by JDH, physician health statement, federally compliant Hepatitis B Vaccine program, drug free work place standards, Conduct and Professionalism Standards, and finally OSHA approved training which includes; Protecting Your Back, Fire Safety-Mission Impossible, Blood borne Pathogens-A Sharper Image-Long Term Care, Sexual Harassment- The Issue is Respect, Tuberculosis-Back from the Past, Universal Precautions, HIV/AIDS, and other related occupational exposure materials.
c) A completed I-9 form, W-4 form, and any required supporting documents.
d) Agency personnel are required to have at least one-year current experience in their area of expertise.
e) Agency personnel are required to successfully pass security and criminal background checks. Fingerprinting and abuse screening as may be required.
f) Agency personnel will be extensive training for abuse and violence in the workplace.
g) Agency personnel are required to possess current, valid licenses or appropriate certifications in good standing in the state of practice. If any additional credentials are required, (C.P.R., B.C.L.S., A.C.L.S., PALS, etc.) supporting documentation will be made available.
h) Agency personnel are required to have a current physical, P.P.D., Hepatitis B Vaccination or a form of declination.

3) **General Requirements**
a) **Contract Term:** Date of Award to June 30, 2008 with two-one year renewals at the discretion of UCHC.
b) Provide sufficient UCHC-JDH approved personnel to fill all required shifts including contingency personnel to cover the inability of agency personnel to cover scheduled shifts for any reason. JDH operates 24 hours a day, 365 days a year.
c) **Standard Schedule**
   i) Weekdays (Friday at 11:00pm and ends at 11:30pm on Sunday).
      (1) 7-3  3-11  11-7
   ii) Weekends
      (1) 7-3  3-11  11-7

   iii) Cancellation fee: No cancellation fee will be charged to UCHC-JDH.
iv) **On Call Fee:** No on call fee will be charged to UCHC-JDH.
v) **Hire Fee:** No hiring permanent hiring fee will be charged to UCHC-JDH.
v) **Holidays:** The following holidays will be at time and one half rates:
   (1) Christmas Eve Shift  7pm-7am or 11pm-7am
   (2) Christmas Day Shifts 7am-3pm and 3pm-11pm or 7am-7pm
   (3) New Year’s Eve Shift 7pm-7am or 11pm-7am
(4) New Year’s Day Shifts 7am-7pm or 7am-3pm and 3pm-11pm
(5) Thanksgiving Day 7am-7pm or 7am-3pm and 3pm-11pm
(6) Thanksgiving Eve 7pm-7am or 11pm-7am
(7) Labor Day 7am-7pm or 7am-3pm and 3pm-11pm
(8) Labor Day Eve 7pm-7am or 11pm-7am
(9) Independence Day 7am-7pm or 7am-3pm and 3pm-11pm
(10) Independence Day Eve 7pm-7am or 11pm-7am
(11) Memorial Day 7am-7pm or 7am-3pm or 3pm-11pm
(12) Memorial Day Eve 7pm-7am or 11pm-7am

(a) 8 hour shifts- will start 11:00pm the eve of the holiday to 11:00pm the night of the holiday.
(b) 12 hour shifts- will start 7:00pm the eve of the holiday to 7:00pm the night of the holiday.

d) Invoices will be billed on a weekly basis. All invoices will be paid Net 30 days from the receipt date of invoice. Invoices must conform to the Nursing Staffing Payroll Office payment process adapted from Guidelines for use of Supplemental Nursing Services, American Nurses Association, and Commission on Nursing Services (Publication Number NS-25 3M 12/79).

e) A Certificate of Insurance: Minimum limits of 1,000,000 per occurrence, 3,000,000 aggregate per employee (worker’s compensation, general and professional liability). Policies must offer primary not excess coverage. Policies must provide sufficient coverage continuing after termination of this contract between agency and UCHC-JDH for at least 3 years.

f) Hiring and personal practices will conform to Title V11 of the Civil Right; Act of 1964.

g) Agency personnel will comply with all clinical and administrative policies, procedures, protocols and standards of the UCHC-JDH including JDH Nursing Staffing Payroll policies and procedures regarding timecards and the wearing of UCHC photo Identification badges.

h) Verbally confirm shifts over the phone at the end of each business day for the 11-7 shift that night and the 7-3 and 3-11 for the next day.

i) Compliance with the UCHC- JDH policies and procedures as well as all laws, ordinances, rules, regulations, standards, governmental orders, regulatory and accrediting bodies including but not limited to the Joint Commission on the Accreditation of Health Care Organizations (JCAHO).

j) Agency personnel will possess the following minimum qualifications:
   i) Graduation from a recognized educational institution applicable to the clinical skills area.
   ii) Related clinical experience.
   iii) Proficiency applicable to the duties of the assignment as verified through completion of the Skills Proficiency Checklist and professional references.

k) If Agency personnel are exposed to varicella and has no evidence of immunity against varicella, it is their responsibility to notify JDH. The exposed Agency Personnel must then refrain from assignment at JDH from the tenth to the twenty-first day following the exposure to the virus.

l) UCHC-JDH will hold annual training in fire safety, age specific care, drug resistant organisms, health care violence, infection control, respect in the workplace, tuberculosis (back from the past), bloodborne pathogens, combative residents, patient rights, HIPAA, elder abuse and neglect, ergonomics for the healthcare worker, Blood Pressure training, Restraint training, Competency checklist, CPR (cpr will be held every two years as noted by the American Red Cross and American Heart Association policies.) and other training as per JDH policy.
m) Agency will maintain a minimum of two professional reference checks on all CNA's.
n) Agency will provide the University of Connecticut Health Center-John Dempsey Hospital beeper numbers and on call numbers so the UCHC can reach the agency 24 hours a day 7 days a week.

4) Agency Responsibilities for CNA Selection
   i) Notify the JDH Nursing Staffing Payroll Office of any person who uses UCHC-JDH as a reference indicating an association with JDH prior to the individual being scheduled at JDH.
   ii) Notify Agency personnel of the requirement to successfully pass a security background check, which includes a criminal check prior to being allowed to work at JDH. Background check is conducted in accordance with the UCHC Public Safety Department procedures,
   iii) Maintain all documentation related to the qualifications of CNA’s including, but not necessarily limited to, job history, certifications and licensure, skills proficiency checklist, age specific competence, verified professional references, and performance evaluations. All documentation must be made available to JDH administrative personnel upon request.
   iv) Select CNA’s utilizing the following minimum criteria:
      (1) CPR certified (adult, child, and infant) by the American Red Cross as a Professional Rescuer or American Heart Association as a Health Care Professional. Evidence of CPR certification verification must be provided to UCHC-JDH prior to interview. JDH will verify State of Connecticut CNA certification to first shift at JDH.
      (2) Completed Hospital Skills Inventory and/or Competency Check List (must be completed prior to orientation).
      (3) Completed health care status and records.
         (a) Medical evaluation upon hire and annually thereafter based on JDH policies.
         (b) Positive rubella titer or date of vaccination (upon hire).
         (c) History of varicella or a positive titer results.
         (d) Annual skin testing for tuberculosis. If test is positive, CNA must have a chest x-ray every two years.
         (e) Documentation of Hepatitis B vaccine or declination.
         (f) Rubella titer or proof of immunization.

5) Agency Responsibilities for CNA Orientation
   a) Ensure Agency personnel reviews all UCHC-JDH orientation provided materials prior to initial assignment.
   b) Ensure Agency personnel completes Competency Checklist (copy maintained at JDH Nursing Staffing Payroll Office) prior to first scheduled shift.
   c) Provide agency specific orientation materials to UCHC-JDH for pre-review and approval. Such orientation materials shall conform to UCHC – JDH policies.
   d) Ensure compliance with the requirement to wear UCHC photo identification badge at all times while on duty at UCHC - JDH. The badges are located at the Staffing Payroll Office for the employee to pick up prior to shift, and return at end of shift.
   e) Ensure Agency personnel identify themselves to UCHC – JDH patients specifying their role according to policy and emphasize the importance of customer service to all patients.
   f) Ensure Agency personnel provide proof of infection control and safety reviews.
   g) Ensure Agency personnel provide proof of CPR certification on date class taken and date expired by the American Red Cross or American Heart Association (with a card issued by either).
6) **Agency Responsibilities for Assignment**
   a) Maintain, update and submit to UCHC as per request, the following on an annual basis:
      i) Skills Inventories
      ii) CPR certification
      iii) Infection Control including Universal Precautions, blood-borne pathogens, and hazardous waste
      iv) Fire safety E) Electrical Safety F) Educational records, G) Restraint training and other training as per UCHC policy.
   b) Personnel arrives at the UCHC-JDH Nursing Staffing-Payroll office at least 10 minutes early to sign the login and then report for duty on the assigned unit prior to the beginning of the shift.
   c) Personnel attire conforms to UCHC-JDH dress code.
   d) Personnel complete and submit timecards to Nursing Staffing Payroll office for authorization at the end of each shift. All badges are also left at this time.
   e) Personnel may be required to float to any area within the Hospital.
   f) Personnel are expected to function fully as Nurses Aide's upon assignment.
   g) Inform personnel of UCHC-JDH agency personnel evaluation process prior to assigning the employee to JDH. At the time of evaluation, UCHC-JDH policies practices will be reviewed and documented by administrative personnel of the Nursing Staffing Payroll office.

7) **Agency Responsibilities for Evaluation**
   a) Perform at least an annual written evaluation for each agency personnel, which will be made available to UCHC-JDH upon request.
   b) Review annual written personnel evaluations with personnel.
   c) Maintain all records of performance including a system to administer UCHC-JDH unacceptable performance issues.
   d) Maintain and update Competency Check List, CPR Certification, and educational records during the annual evaluation.

8) **University of Connecticut Health Center-John Dempsey Hospital Responsibilities for Selection:**
   a) Administrative personnel will review the selection process of the Agency.
   b) Interview and select Agency personnel for placement at UCHC-JDH in consideration of its own best interests and ‘sole’ discretion.
   c) Select Agency personnel based on patient unit requirements.
   d) Verify Agency personnel certifications prior to the first day of assignment and maintain this in a file.

9) **University of Connecticut Health Center-John Dempsey Hospital Responsibilities for Orientation:**
   a) Develop an orientation to restraints and booklets for all Agency personnel to stay in compliance with the State regulations.
   b) Prepare personnel for appropriate utilization of Agency personnel.
   c) Pay 8 hours of orientation during the first shift worked.
   d) Pay 8 hours of additional orientation for each specialty unit (OR, NICU, Radiology, Transportation.)
10) University of Connecticut Health Center-John Dempsey Hospital Responsibilities for Assignment:
   a) Communicate any specific skills needed to work in a special unit within the Hospital when making requests for aides from Agency.
   b) Match skills of Agency personnel to the needs of the patients.
   c) Make efforts to provide continuity of assignment agency personnel.
   d) Provide a scope of responsibility statement for nurse aides within the orientation policies.
   e) Provide a resource staff member for Agency personnel for each shift assigned as long as deemed necessary by the Nursing Manager or delegate.
   f) Notify Agency of any schedule changes due to census or call outs.

11) University of Connecticut Health Center-John Dempsey Hospital Responsibilities for Evaluation:
   a) Provide Agency with UCHC-JDH policies for evaluation of supplemental agency personnel during the orientation process.
   b) Provide Agency with completed Agency Personnel Performance Rating Forms, which are completed by the hospital unit administrative staff according to policy.

12) Selection Committee:
    A Selection Committee comprised of University of Connecticut Health Center staff and 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.

13) Meetings with Proposers:
    At its discretion, the UCHC 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 UCHC decides meetings are warranted, the Purchasing Office will contact Proposers to make an appointment.

14) Timeline & Contractor Selection:
    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.

    December 7, 2007        RFP Released
    December 14, 2007       Deadline for Questions
    December 18, 2007       Written Answers to Questions Released
    December 21, 2007, 12:00PM       Proposals Due
    3:30PM.
    To be determined       Contractor Selection
    To be determined       Start of Contract Negotiations
    To be determined       Start of Contract

    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.
15) 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.

16) Individual or Organizational Profile:
a) Indicate your firm’s name and the business address and the contact information for the
individual representing your firm (business telephone number, fax number, and e-mail
address).
b) Provide the year the firm was established (if applicable include former firm names and
year established).
c) Indicate the type of ownership (sole proprietorship, partnership, corporation, joint
venture, or limited liability company—list state in which incorporated) and parent
company, if any.
d) Provide the name, address, and telephone number of the point of contact that will
serve as the authorized negotiator(s) for the Proposer. The authorized negotiator shall
have the authority to act on behalf of the Proposer and make binding commitments for
the Proposer and any sub-consultants concerning this RFP.
e) Describe the competencies within your firm to undertake this kind of engagement.
f) Provide a narrative outlining your firm’s management plan/approach to complete the
engagement.
g) Disclose whether the proposing entity, or any shareholder, member, partner, officer or
employee thereof, is presently a party to any pending litigation, or has received notice
of any threatened litigation or claim directly or indirectly bearing on the University of
Connecticut Health Center
h) Provide resume(s) of agency principals and other primary administrative personnel
who will be primarily responsible for the management of the UCHC-JDH account.
i) Provide an organization chart, which describes the structure (roles) of the firm’s
proposed management team.
j) Provide a listing of clients that the Proposer has provided applicable personnel within
the last three (3) years on an non-exclusive basis.
k) Provide a listing of clients that the Proposer has provided applicable personnel within
the last three (3) years on an exclusive basis.
l) Please list any contracts in the last three (3) years between the Proposer and UCHC
m) Provide three client references (2003 to present). Include client name, contact person,
address, phone/fax numbers, and email address.
n) Please provide an electronic sample of your consulting agreement in MS Word format.
17) 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:

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<td>CNA Hourly Rates</td>
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<td>(Regular Time)</td>
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<td>Other</td>
<td>Overtime</td>
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Please provide information on any additional charges for expenses or other costs not included in the cost proposal. Explain in detail:

18) 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) Experience of Agency management and administration.
b) Experience with providing applicable medical personnel. Client References
c) Proposed fees.

19) General Information/Requirements:
Inquiries
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 to:

Robert Murphy, Director of Purchasing & Supply Chain Services. Email: rmurphy@uchc.edu.

Subsequently, the University of Connecticut Health Center will provide the University of Connecticut Health Center’s response to any request for clarification, together with a copy of the written request, contemporaneously to all known parties receiving this RFP. 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.

Under no circumstances may any Proposer 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. Any violation of this condition may result in bidder being considered non-compliant and ineligible for award.

Requests for clarification by the University of Connecticut Health
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
Submit one original and one CD containing a PDF of the Proposer’s original proposal on or before 12:00PM on December 21, 2007 in a sealed envelope or box to:

    University of Connecticut Health Center
    Purchasing & Supply Chain Services
    MC4036
    263 Farmington Avenue
    Farmington, CT 06032
    Attn: RFP No. 6-1982

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.

E-mail responses are unacceptable and will be rejected as nonconforming. 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.

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.

Award and Contract
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 informality or technical defects if, in its judgment, the best interests of the University of Connecticut Health Center will be served.

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

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

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.

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.

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

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.

20) General Terms and Conditions:
   a) Each firm, by submitting a proposal, represents that the firm has:
   b) Read and completely understood the RFP documents and attachments thereto.
   c) Is familiar with the conditions under which services would be provided, including availability and cost of materials, equipment and personnel.
   d) Additional information related to Receipt of Proposals
      i) Any proposal received after the time and date specified for receipt of proposals shall not be considered and shall be returned unopened via regular mail.
      ii) Each respondent shall be solely responsible for the delivery of his or her proposal to the University of Connecticut Health Center at the place and before the time as specified above.
      iii) Unless otherwise noted in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut Health Center of Connecticut upon delivery and are to be appended to any formal documentation, which would further define or expand the contractual relationship between the University of Connecticut Health Center and the respondent.
e) The University of Connecticut Health Center reserves the right to reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University of Connecticut Health Center would be served thereby. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University of Connecticut Health Center, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified, upon request, after a binding contractual agreement between the University of Connecticut Health Center and the selected respondent exists, or after the University of Connecticut Health Center has rejected all proposals.

f) A respondent shall promptly notify the University of Connecticut Health Center of any ambiguity, inconsistency, or error, which they may discover upon examination of the proposal documents.

g) The University of Connecticut Health Center until treats proposals as confidential after the award is issued. At that time, they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information that it believes is exempt from disclosure under the Act, respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University of Connecticut Health Center assumes no liability for any loss or damage which may result from the University of Connecticut Health Center's disclosure at any time of any information provided by the respondent in connection with its proposal.

h) Preparation of Proposals

i) Proposals shall include an exact copy of the "Form of Proposal" included within these documents. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be written in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.

ii) Respondents shall provide a written, itemized list of any exceptions to this RFP with their proposal.

iii) Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts on behalf of the Respondent. The name of each person signing the proposal shall be typed or printed below the signature. Further, all required documents as noted further in this document shall also be signed by the principal duly authorized to make such determination for the firm. Proposal of the successful bidder must include current documentation of signing authority for their representative who will execute a contract. See Section II - 2.1.10

iv) All deletions or corrections shall be initialed and dated.

v) The terms and provisions of this RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut. All deliveries hereunder shall comply in every respect with all applicable laws of the Federal Government and/or State of Connecticut.

vi) Any interpretation, correction, or change to this RFP shall be made by a written addendum to this contract. Interpretations, corrections or changes to the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. The University of Connecticut Health Center Purchasing Department shall issue any changes or corrections. Questions regarding this RFP shall be submitted in writing via email and should be directed to:
Robert Murphy  
Director of Purchasing
rmurphy@uchc.edu

vii) Additional Charges - All additional charges must be included in the proposal prices. Charges not specified in the proposal will not be honored unless agreed to in writing by the University of Connecticut Health Center.

viii) Addenda - All addenda shall be mailed or delivered to all who are known to have received the RFP and posted on the websites previously cited. No addenda shall be issued later than seven (7) days prior to the date for receipt of proposals except an addendum, if necessary, postponing the date for receipt of proposals or withdrawing the RFP. Bidders who download the bid from one of the websites noted herein are encouraged to check the website(s) regularly to determine whether any addenda have been issued.

i) Format of Proposals
   i) Proposals must include a point-by-point response to this RFP, where required. Each such response must be cross-referenced to the correspondingly numbered item in this RFP and described in as much detail as possible. Likewise, any samples and/or examples, which are provided to support responses, shall be labeled to correspond with the specific requirement in this RFP. This MANDATORY REQUIREMENT will facilitate a more expedient evaluation of the proposals.
   ii) Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant. The University of Connecticut Health Center reserves the right to request additional information if clarification is needed.

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

k) Modifications or Withdrawal of Proposals Will Be Executed As Follows
   i) A proposal shall not be modified, withdrawn or canceled by the respondent for a ninety (90) day period following the time and date assigned for the receipt of proposals as specified in paragraph 5.6 above and the respondent so agrees in submitting a proposal.
   ii) Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University of Connecticut Health Center prior to the designated date and time for receipt of proposals as provided in paragraph 5.6 above.
   iii) Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

l) Formation of Agreement
   i) The response to this RFP will be considered an offer to contract. At its option, the University of Connecticut Health Center may take either one of the following
actions in order to form an agreement between the University of Connecticut Health Center and the selected respondent:

(1) Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or

(2) Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

ii) Because the University of Connecticut Health Center may use the first alternative described above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

iii) UConn reserves the right to award to the person, or firm which best fulfills or exceeds the RFP requirements at the lowest cost to the University of Connecticut Health Center.

iv) The contract, when duly executed, shall represent the entire agreement between the parties.

m) Presentations

i) Potential firms may be asked to discuss their written responses to this document at a presentation at the Storrs campus on date(s) mutually agreed upon between the firm and the University of Connecticut Health Center. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration. Presentations will be by scheduled appointment only by the Purchasing Department

n) Qualifications of Firm

i) Proposals will be considered only from those firms or persons with a demonstrated and substantial history of experience in successfully providing services in the area identified in this RFP and whose requirements are similar in size and scope to those of the University of Connecticut Health Center. Preference will be given to firms with such confirmed experience.

ii) Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University of Connecticut Health Center deems necessary to fully establish the performance capabilities represented in their proposal.

iii) The University of Connecticut Health Center will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.

o) Insurance Requirements

i) The Firm shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut Health Center shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

ii) Worker's Compensation Insurance

(1) Must meet statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut Health Center. A statutory exemption from Worker's Compensation shall not be deemed a
satisfactory alternate to meeting this requirement. In no event shall an award
be made to any firm failing to provide such evidence in a form satisfactory to the
University of Connecticut Health Center.

(2) Public Liability Insurance: $1,000,000.00
(3) Property Damage Insurance: $1,000,000.00

iii) As to insurance required by this agreement, a certified copy of each of the policies
or a certificate or certificates evidencing the existence thereof, or binders, shall be
delivered to the University of Connecticut Health Center within fifteen (15) days
after the tentative award of this agreement. In the event any binder is delivered, it
shall be replaced within thirty (30) days by a certified copy of the policy or a
certificate in lieu thereof. Each such copy or certificate shall contain a valid
provision or endorsement that the policy may not be cancelled, terminated,
changed or modified without giving thirty (30) days written advance notice thereof
to the University of Connecticut Health Center’s representative and that the
insurance reflected thereon meets the minimum requirements of the proposal. A
renewal policy or certificate shall be delivered to the University of Connecticut
Health Center at least thirty (30) days prior to the expiration date of each expiring
policy. If at any time, any of the policies shall be or become unsatisfactory to the
University of Connecticut Health Center as to form or substance, or if any of the
carriers issuing such policies shall be or become unsatisfactory to the University of
Connecticut Health Center, the Awardee shall promptly obtain a new and
satisfactory policy in replacement upon such written notice from the University of
Connecticut Health Center.

iv) The University of Connecticut Health Center should be named “additional insured”
on the certificate.

21) Required Forms, Affidavits and State Requirements
   a) The complete response to this RFP must include the following documents
      i) Form of Proposal (without modification)
      ii) A comprehensive point-by-point response to all items listed herein, where
          applicable in accordance with scope requirements
      iii) Form 5 - Consulting Affidavit (See accompanying chart)
      iv) Bidder Contract Compliance Monitoring Report – CHRO
      v) AG Form 1 - Non-Discrimination Certification

The affidavits must be notarized and the originals must be included with the original proposal
to be considered compliant**

24) 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.

25) 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.
FORM OF PROPOSAL
RFP 6-1982

TO: University of Connecticut Health Center
    Purchasing Department
    16 Munson Road, 2nd Floor
    Farmington, CT 06032

The undersigned bidder, in response to our Request for Proposal for Executive Search Services, 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.

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

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.

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

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.

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.

University of Connecticut Health Center payment terms are 2% 15 net 45. Proposer agrees to these
payment terms unless otherwise indicated.

DATE: _______________________________  F.E.I.N ____________________________________

FIRM: ___________________________________________________________________________

NAME: ________________________________TITLE: ____________________________________

ADDRESS: ________________________________________________________________________
__________________________________________________________________________________

PHONE #:________________________________FAX #:___________________________________

EMAIL ___________________________________________________________________________
STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
263 Farmington Avenue, MC4036
Farmington, CT 06032
860-679-2408

Robert Murphy
Purchasing Services Officer

Acknowledgment: Receipt of RFP Documents
FAX to 860-679-2508

<table>
<thead>
<tr>
<th>RFP Number</th>
<th>RFP Due Date</th>
<th>Due Date Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-1982</td>
<td>December 21, 2007</td>
<td>12:00PM</td>
</tr>
</tbody>
</table>

RFP Title: Web-Based Clinical Rotation and Evaluation Software Application

This acknowledgement is crucial in maintaining vendor records for proposal follow-up procedures (i.e. addendum, questions regarding proposal).
Please check one of the following boxes: ☐ submitting proposal ☐ NOT submitting proposal

Print or type the following information:
Company name:
Address:
City or Town:
Phone:
Fax:
Received by:
email:
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 electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

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

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

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

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

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

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.
3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)  

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>White (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>Black (not of Hispanic Origin)</td>
<td>All persons having origins in any of the Black racial groups of Africa.</td>
</tr>
<tr>
<td>Hispanic</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>Asian or Pacific Islander</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>American Indian or Alaskan Native</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>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City &amp; State</td>
<td></td>
</tr>
<tr>
<td>Chief Executive</td>
<td></td>
</tr>
<tr>
<td>Bidder Federal Employer Identification Number</td>
<td>____________________________</td>
</tr>
<tr>
<td>Or Social Security Number</td>
<td></td>
</tr>
<tr>
<td>Major Business Activity (brief description)</td>
<td></td>
</tr>
<tr>
<td>Bidder Identification (response optional/definitions on page 1)</td>
<td></td>
</tr>
<tr>
<td>- Bidder is a small contractor. Yes__ No__</td>
<td></td>
</tr>
<tr>
<td>- Bidder is a minority business enterprise Yes__ No__</td>
<td></td>
</tr>
<tr>
<td>(If yes, check ownership category)</td>
<td></td>
</tr>
<tr>
<td>Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___</td>
<td></td>
</tr>
<tr>
<td>Bidder Parent Company (if any)</td>
<td></td>
</tr>
<tr>
<td>Other Locations in Ct. (If any)</td>
<td></td>
</tr>
<tr>
<td>- Bidder is certified as above by State of CT Yes__ No__</td>
<td></td>
</tr>
<tr>
<td>- DAS Certification Number</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy?</td>
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<td></td>
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</tr>
<tr>
<td>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?</td>
<td></td>
<td></td>
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<tr>
<td>5. Do you notify the Ct. State Employment Service of all employment openings with your company?</td>
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<tr>
<td>6. Does your company have a collective bargaining agreement with workers?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?</td>
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</tr>
<tr>
<td>9. Does your company have a mandatory retirement age for all employees?</td>
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<tr>
<td>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?</td>
<td></td>
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</tr>
<tr>
<td>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?</td>
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<tr>
<td>12. Does your company have a written affirmative action Plan?</td>
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<tr>
<td>If no, please explain.</td>
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<td></td>
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<tr>
<td>13. Is there a person in your company who is responsible for equal employment opportunity?</td>
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<tr>
<td>If yes, give name and phone number.</td>
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<td></td>
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</tr>
</tbody>
</table>
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>
<td></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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<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
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<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<tr>
<td>Production Occupations</td>
<td></td>
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</tr>
<tr>
<td>TOTALS ABOVE</td>
<td></td>
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<tr>
<td>TOTAL One Year Ago</td>
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</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainees</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)*
### PART V - Bidder Hiring and Recruitment Practices

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

<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>
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<td>Wage Garnishments</td>
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2. Check (X) any of the below listed requirements that you use as a hiring qualification

(X)

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

---

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

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

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

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

Instructions for Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. By submitting this form, the prospective lower tier participant is providing the certification set forth below in accordance with these instructions.
   a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
   b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   c. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
   d. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the University of Connecticut Health Center.
   e. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
   f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
   g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

Number of notices attached: 2
Obligations and Activities of Business Associates.

Definitions

(a) 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

(b) The Contractor agrees to make any amendments 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.

(c) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties.

(d) 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.

(e) Business Associate agrees to provide to Covered Entity, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate in violation of this Section of the Contract.

(f) 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.

(g) Business Associate agrees to ensure that any individual, 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.

(h) 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.

(i) 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.

(j) 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.

(k) Business Associate agrees 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 respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(m) Business Associate agrees to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

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

(o) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions
**UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT**

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

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

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

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

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

(3) Effect of Termination

(A) Except as provided in (l)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect as amended.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

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

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate’s own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney’s fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

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

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<th>WHEN TO SUBMIT</th>
<th>CONTRACTING AFFIDAVITS/CERTIFICATION FORMS</th>
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<tr>
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<td>All Contracts Cost or value ≥ $500K</td>
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<td>submit form annually if multi-year contract</td>
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* Form 5 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, it is submitted at the time of contract execution.

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

For Further Information, Contact:
Please direct any questions about the ethics forms to Wanda Dupuy, (860) 418-6261, wanda.dupuy@ct.gov.

Form 1- Gift and Campaign Contribution Certification
This certification accompanies a State contract with a value of $50,000 or more in a calendar or fiscal year. The completed form is submitted by the contractor to the awarding State agency at the time of contract execution. The form is also used with a multi-year contract to update the initial certification on an annual basis.
Form 3- Certification of State Agency Official or Employee Authorized to Execute Contract
This certification accompanies a State contract with a value of $50,000 or more in a calendar or fiscal year. The completed form is signed at the time of contract execution by the State agency official or employee authorized to execute the contract on behalf of the awarding State agency.

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

Form 6- Affirmation of Receipt of State Ethics Laws Summary
This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than $500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, Form 6 is submitted at the time of contract execution.
When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency.

PLAIN LANGUAGE SUMMARY OF STATE ETHICS LAWS FOR CURRENT AND POTENTIAL STATE CONTRACTORS
Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

I. RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL
GIFTS: In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut’s gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to $50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to $10 per item up to $50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than $100. For a complete list of the Code’s gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.
IMPORTANT RECENT CHANGE IN LAW: As of July 1, 2004, gifts for “major life events,” including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.
NOTE: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency’s ethics policy before you provide any benefit to an agency official/employee.
NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization’s event. You may, however, under limited circumstances, pay the “necessary expenses” of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. NOTE: Before providing necessary expenses, check with the state agency’s ethics officer to determine if the agency allows such payments.
GIFTS TO THE STATE: The Ethics Code allows limited “gifts to the state” which facilitate state action or functions (for example, donating a piece of equipment to the agency).
NOTE: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

II. RULES ON HIRING STATE PERSONNEL
Before you hire a current or former state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:
A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.
Second, if you are considering hiring a former state employee, you should be aware of the Ethics Code’s post-state employment, or revolving door, laws:
If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.
NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise
FORM 11  Campaign Contribution and Solicitation Ban

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

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

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

IV. OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

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

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

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

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

(1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;

(2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or

(3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

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

FORM 11  Campaign Contribution and Solicitation Ban

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

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

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

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

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-56, as amended by this act, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act. If the contractor agrees to provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and
Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, as amended by this act; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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### Lawful Campaign Contributions to Candidates for the General Assembly:

<table>
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<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this [___] day of [________] 200[___]

Commissioner of the Superior Court (or Notary Public)

---

For State Agency Use Only

<table>
<thead>
<tr>
<th>Awarding State Agency</th>
<th>Planning Start Date</th>
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<th>Contract Number or Description</th>
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STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of more than $50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell’s Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Contractor Name

Awarding State Agency

State Agency Official or Employee Signature   Date

Printed Name   Title

Sworn and subscribed before me on this day of __________, 200____.

Commissioner of the Superior Court or Notary Public
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>
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<tbody>
<tr>
<td>Start Date</td>
<td>End Date</td>
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<td>Description of Services Provided:</td>
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Is the consultant a former State employee or former public official?  □ YES  □ NO

If YES:

Name of Former State Agency  Termination Date of Employment

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

Printed Name of Bidder or Vendor  Signature of Chief Official or Individual  Date

Printed Name (of above)  Awarding State Agency

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

Commissioner of the Superior Court or Notary Public
STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates.

"State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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 __________________________________________________________
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 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 Statues § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

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

Print Name: __________________________________________________________

Title: __________________________________________________________

_________________________ ________________________
Signature Date
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 07-14.

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

I ____________________________ of ____________________________ am entering
(signer’s name) (business address)
into a contract (or an extension or other modification of an existing contract) with the State of
Connecticut (the “State”) in my individual capacity for

(If available, insert “Contract No.” otherwise generally describe goods or services to be provided).

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

WHEREOF, I, the undersigned has executed this certificate this ____ day of
____________________ 20__

Print Name: ________________________________________________________________

____________________________________  ________________________________
Signature                        Date
21) STATUTORY AUTHORITY
Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b.

UNIVERSITY OF CONNECTICUT HEALTH CENTER:

Print Name  Director of Purchasing (Signature)  Date
Title:  

CONTRACTOR:

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
THIS AGREEMENT ("Agreement") is made and entered into this day of 2007
by and between (Name and Address) (hereinafter "Contractor")
and the University of Connecticut Health Center, Farmington, CT 06034-4036 (hereinafter "Health Center"), and
hereinafter jointly referred to as "Parties".

WHEREAS, the Health Center issued a Request for Proposal No. for
; and

WHEREAS, the Contractor submitted a response thereto; and

WHEREAS, the Health Center has determined that the Contractor is the lowest, qualified responsible bidder; 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) CONTRACTOR’S RESPONSIBILITIES
Contractor agrees and is authorized to supply the Health Center with the following services, equipment and/or supplies;
and the Health Center agrees to utilize the Contractor for such purposes:

2) CONTRACT TERM:

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<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Renewal Option(s)</th>
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3) COST AND SCHEDULE OF PAYMENTS:
Payment shall be made as follows:

For services, equipment and/or supplies as outlined in Bid/RFP _______, attached hereto as Addendum A, Health
Center shall pay the Contractor an amount not to exceed $___________ by check within thirty days
from the receipt, verification of work performed, and approval of Contractor’s original invoice.

4) 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. If applicable, at the Health
Center’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 the Contractor to the Health Center hereunder do not in
any way conflict with other contractual commitments with or by the Contractor.
5) LABOR AND PERSONNEL
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 the Health Center. Contractor shall advise the Health Center 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 Contractors performance of services under this contract. The Health Center may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Health Center to provide the services otherwise to be performed by Contractor hereunder. The Contractor will assume full financial responsibility for any economic harm caused to the Health Center by such subcontract arrangement.

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

6) BREACH
If either party breaches the 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 the contract by giving the breaching party no less than twenty-four (24) hours prior written notice. If the Health Center 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 the Health Center notifies the Contractor in writing prior to the date that the payment would have been due in accordance with (3) Cost and Schedule of Payments.

7) TERMINATION:
Notwithstanding any other provisions in this Contract, the Health Center, through a duly authorized employee, may terminate the Contract whenever the Health Center makes a determination that such Termination is in the best interests of the Health Center.

The Health Center 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 the Contract prior to such date.

a) The Health Center shall send the Notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Health Center for purposes of correspondence, or by hand delivery. Upon receiving such notice from the Health Center, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Health Center all records relating to the contractor’s discharge of responsibilities under this contract. Said records are deemed to be the property of the Health Center and the Contractor shall deliver them to the Health Center no later than thirty (30) days after the termination or expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the Health Center 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.

b) Upon receipt of a written notice of Termination from the Health Center, the Contractor shall cease operations as directed by the Health Center in the notice, and take all actions that are necessary or appropriate, or that the Health Center may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which the Health Center 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

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all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

c) In the case of any Termination, the Health Center shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for work properly performed and accepted by the Health Center in accordance with (1) Contractor's Responsibilities, in addition to all actual and reasonable costs incurred after termination in completing those portions of the contract work which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the Health Center is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Health Center, the Contractor shall assign to the Health Center, or any replacement contractor which the Health Center designates, all subcontracts, purchase orders and other commitments, deliver to the Health Center all records and other information pertaining to its performance under the contract, and remove from Health Center premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance of contract obligations as the Health Center may request.

d) Upon termination or expiration of the 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 the 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 the contract and without each one of them having to be specifically mentioned herein.

e) Termination of this contract pursuant to this section shall not be deemed to be a breach of contract by the Health Center.

8) INTELLECTUAL PROPERTY
The Health Center'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 the Health Center. 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 the Health Center. 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 the Health Center is not able to obtain copyright ownership under the statutory provisions for "works made for hire", then Contractor hereby assigns to the Health Center all right, title and interest in such works and contributions. Contractor further agrees to provide the Health Center with any and all reasonable assistance which Health Center 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 the Health Center.

9) 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) CONTRACTING AFFIDAVITS AND CERTIFICATION FORMS
The Contractor agrees to execute and submit the following affidavits and certifications which are incorporated herein as part of this contract:

   i. AG Nondiscrimination Certification Addendum x
   ii. FORM1 - Gift and Campaign Contribution Certification Addendum x
   iii. FORM5 - Consulting Agreement Affidavit Addendum x
   iv. FORM6 - Affirmation of Receipt of State Ethics Laws Summary Addendum x

c) EXECUTIVE ORDERS 3, 17, 16 and 7C
For the purpose of this Section the word "Parties" is substituted for and has the same meaning and effect as if it read "Contractor and Health Center" and references to "contractor" shall mean the "Contractor."
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i) This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated on June 16, 1971, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

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

iii) This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated on August 4, 1999, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that:

(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

(c) Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(d) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(e) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.

(f) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

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

(a) The State Contracting Standards Board (“Board”) may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

(b) A violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or

(c) Wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

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

(e) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall have joint and several continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part of the consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

d) CAMPAIGN CONTRIBUTION RESTRICTIONS
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 Agreement 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

i) 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):

ii) 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.

iii) Duty to Inform

iv) 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.

v) Penalties for Violations

vi) Contributions or solicitations of contributions made in violation of the above prohibitions may result in

   the following civil and criminal penalties:

   vii) 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.

   viii) 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.

ix) Contract Consequences

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

xi) 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.

xii) 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.
xiii) 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.”

e) 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.
f) **SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in the solicitation or the 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 the contract. To the extent that this section conflicts with any other section, this section shall govern.


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**g) NON-DISCRIMINATION**

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

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a
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collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, as amended by this act; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

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

h) 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 the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this 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.

i) FEDERAL FALSE CLAIM ACT

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 the Health Center to any government payor program, including Medicare and Medicaid. The FCA also includes provisions intended to protect individuals who report suspected fraud.

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 of 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
31 U.S.C. §§ 3801-3812
Connecticut General Statutes § 31-51m
Connecticut General Statutes § 53a-290 et seq.
Connecticut General Statutes § 17b-127
j) SUMMARY OF STATE ETHICS LAWS
Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

k) PUBLIC RECORDS
The 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 between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

10) NONDISCLOSURE/ADVERTISING
Contractor shall not release any information concerning the services provided pursuant to the 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 the Health Center.

The Contractor shall not refer to sales to the Health Center for advertising or promotional purposes, including, but not limited to posting any material or data on the Internet, without the Health Center’s prior written approval.

11) CONFIDENTIALITY
All data provided to Contractor by the Health Center or developed internally by Contractor with regard to the Health Center will be treated as proprietary to the Health Center unless the Health Center 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 the Health Center 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 the Health Center of the need for the disclosure and will not disclose absent consent from the Health Center.

12) FORCE MAJEURE
The Health Center and the Contractor shall not be excused from their obligation to perform in accordance with the 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.

13) INDEMNIFICATION/HOLD HARMLESS
Contractor hereby agrees to indemnify, defend and hold harmless the state of Connecticut, the Health Center, its/their officers, agents and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney’s fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Contractor or its employees, agents or subcontractors.

14) INSURANCE
The Contractor agrees that while performing services specified in this contract that 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 the Health Center from any insurable cause whatsoever. If requested, certificates of insurance shall be provided to the Health Center.

15) ASSIGNMENT
This contract shall not be assigned by either party without the express written consent of the other.
16) SURVIVAL
The rights and obligations of the parties which by their nature survive termination or completion of the contract, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Advertising and Confidentiality, shall remain in full force and effect.

17) HEADINGS
The titles of several 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.

18) ENTIRE AGREEMENT
This contract constitutes the entire agreement between the Health Center 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. No changes, amendments, or modifications of the contract shall be valid unless reduced to writing signed by both parties, and where applicable, approved by the Attorney General or his Designee. This contract shall inure to the benefit of each party’s heirs, successors, and assigns.

19) AMENDMENT
This contract may be amended by written agreement of the Parties. No such amendment shall be effective until approved by the Attorney General or his designee.

20) 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 the Health Center:  Robert W. Murphy
                           Director of Purchasing
                           University of Connecticut Health Center
                           263 Farmington Avenue, MC4036
                           Farmington CT 06034-4036

If to the Contractor:
21) STATUTORY AUTHORITY
Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b.

UNIVERSITY OF CONNECTICUT HEALTH CENTER:

Print Name  Director of Purchasing (Signature)  Date
Title: ____________________________________________

CONTRACTOR:

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