

INVITATION TO BID

UCHC-9 Rev. 05/07
Previous Rev. 01/07

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
263 Farmington Avenue, MC4036

Farmington, CT 06032

BID Number: 5-2011
BID Due Date: March 10, 2008 3:30PM

Matthew A. Larson
Asst. Director of Purchasing

860-679-2408
Telephone Number

Addendum No.: 1
Bid No.: 5-2052
Title: Munson Rd Kitchen Hood Replacement (Project# 07-064)

Please incorporate the following information and attached documents into your bid response:

1. Prevailing Wages posted. See attached.

FOR:
The University of Connecticut Health Center

Bidders Note:

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

Authorized Signature of Bidder

Company Name

Approved _____
Matthew A. Larson
Asst Director of Purchasing

Dated Issued: February 25, 2008

END OF ADDENDUM

Project: 5-2052 Munson Road Kitchen Hood Replacement

**Minimum Rates and Classifications
for Building Construction**

B 10512

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

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number 07-064

Project Town Farmington

Project: 5-2052 Munson Road Kitchen Hood Replacement

CLASSIFICATION

	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings.	28.86	16.83
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Hazardous Material Handler: Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.	20.50	10.30
2) Boilermaker	32.73	8.72 + 33%
3a) Bricklayer, Cement Mason, Cement Finishers, Plasterers, Stone Masons	30.50	18.04 + a
3b) Tile Setter	29.88	16.01

As of: Monday, February 25, 2008

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3c) Terrazzo Workers, Marble Setters	30.00	17.99
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3d) Tile, Marble & Terrazzo Finishers	24.25	13.93
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-----LABORERS-----

4) Group 1: Laborers, carpenter tenders, wrecking laborers, fire watchers.	23.00	13.40
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4a) Group 2: Mortar mixers, plaster tenders, power buggy operators, powdermen, fireproofers/mixer/nozzleman.	23.25	13.40
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4b) Group 3: Jackhammer operators, mason tenders.	23.50	13.40
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) [If using this classification call the Labor Department for clarification]	23.85	13.40
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4d) Group 5: Air track operators, Sand blasters.	23.75	13.40
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4e) Group 6: Nuclear toxic waste removers, blasters.	26.00	13.40
------------------------------------------------------	-------	-------

4f) Group 7: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	24.00	13.40
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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	23.50	13.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	23.00	13.40
5) Carpenter, Acoustical Tile Worker, Concrete Form-Wood Builder, Floor Covering (Including Drywall Hanging), Modular-Furniture Systems Installers.	26.65	16.21
5a) Millwrights	27.40	16.21
6) Electrical Worker, Cable Splicer (electric) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	33.10	18.02
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	41.34	16.285+a+b
8) Glazier (Trade License required: FG-1,2)	30.38	13.10 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	31.30	21.93 + a
----OPERATORS----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over.	32.05	16.05 + a

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Group 2: Cranes (100 ton rated capacity & over), backhoe over 2 cubic yards, piledriver (\$3.00 premium when operator controls hammer).	31.73	16.05 + a
Group 3: Backhoe, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist, pull or drag material regardless of motive power of operation); rubber tire backhoe	30.99	16.05 + a
Group 4: Trenching machines; lighter derrick; CMI Machine or similar; Koehring Loader (skooter).	30.60	16.05 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete pumps; drills with self contained power units; Boring machine; Post hole digger; Auger; Pounder; Well Digger	30.01	16.05 + a
Group 5 continued: Milling machine (over 24" Mandrell); Side Boom; Combination hoe and loader; Directional driller; Grader.	30.01	16.05 + a
Group 6: Front end loader (3 up to 7 cubic yards); Bulldozer.	29.70	16.05 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	29.36	16.05 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	28.96	16.05 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	28.53	16.05 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	27.96	16.05 + a

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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 26.49 16.05 + a

Group 12: Wellpoint operator. 26.43 16.05 + a

Group 13: Compressor battery operator. 25.85 16.05 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 24.71 16.05 + a

Group 15: Generator operator, compressor operator, pump operator, welding machine operator. 24.30 16.05 + a

Group 16: Maintenance engineer. 23.65 16.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator 25.98 16.05 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper 25.54 16.05 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush, Roller 26.87 13.10

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Project: 5-2052 Munson Road Kitchen Hood Replacement

10b) Taper	27.62	13.10
10c) Paperhanger	27.37	13.10
10d) Red Label	27.37	13.10
10e) Blast and Spray	29.87	13.10
10f) Tanks, Tower, Swingstage	28.87	13.10
11) Plumber P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	(Trade License required: 33.57	18.96
12) Post Digger, Well Digger, Pile Testing Machine	25.25	9.05 + a
13) Roofer (composition)	29.40	13.48
14) Roofer (slate & tile)	29.90	13.48
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	29.55	23.15

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Project: 5-2052 Munson Road Kitchen Hood Replacement

16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	33.57	18.96
-----TRUCK DRIVERS-----		
17a) 2 Axle	25.43	11.5225
17b) 3 Axle, 2 Axle Ready Mix	25.53	11.5225
17c) 3 Axle Ready Mix	25.58	11.5225
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	25.63	11.5225
17e) 4 Axle Ready Mix	25.68	11.5225
17f) Heavy Duty Trailer (40 Tons and Over)	25.88	11.5225
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	25.68	11.5225
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	36.50	15.10 + a

As of: Monday, February 25, 2008

Project: 5-2052 Munson Road Kitchen Hood Replacement

Welders: Rate for craft to which welding is incidental.

****Note: Hazardous waste removal work receives additional \$1.50 per hour for power equipment operators and \$1.25 per hour for truck drivers.***

*****Note: Hazardous waste premium \$1.50 per hour over classified rate***

Crane with 150 ft. boom (including jib) - \$.75 extra
Crane with 200 ft. boom (including jib) - \$1.25 extra
Crane with 250 ft. boom (including jib) - \$2.50 extra
Crane with 300 ft. boom (including jib) - \$3.50 extra
Crane with 400 ft. boom (including jib) - \$4.00 extra
Crane with 500 ft. boom (including jib) - \$5.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

As of: Monday, February 25, 2008

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Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Monday, February 25, 2008

INVITATION TO BID

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

Matthew A Larson
Asst. Director of Purchasing

mlarson@uchc.edu
Email address

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



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

Bid Number	Bid Due Date	Due Date Time
5-2052	March 10, 2008	3:30PM
Bid Title:	Munson Rd Kitchen Hood Replacement	

DAS Certified Small or Minority Owned Set-Aside Business Only

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: _____

BIDDER'S CHECKLIST
READ CAREFULLY

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

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

SEALED BID NO:	<u>5-2052</u>
NOT TO BE OPENED UNTIL:	<u>March 10, 2008, 3:30PM</u>
RETURN PROPOSAL TO:	
University of Connecticut Health Center	
263 Farmington Avenue MC 4036	
Farmington, CT 06032-4036	

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

THIS FORM IS NOT TO BE RETURNED WITH YOUR PROPOSAL

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

STATE OF CONNECTICUT

BID Number: 5-2052

UNIVERSITY OF CONNECTICUT HEALTH CENTER

Matthew A Larson

PURCHASING DEPARTMENT

Asst Director of Purchasing

263 Farmington Avenue, MC 4036

Farmington, CT 06032

Read & Complete
Carefully

860-679-2408

Telephone Number

Page 1 of 5

BID NO:	BID DUE DATE:	BID DUE TIME:	BID SURETY:	DATE ISSUED:
5-2052	March 10, 2008	3:30 PM	See Proposal Schedule	February 25, 2008

DESCRIPTION: **Munson Rd Kitchen Hood Replacement**

FOR: **UCHC** TERM OF CONTRACT: **One-time installation**

DAS Certified Small or Minority Owned Set-Aside Business Only

Invitation to Bid: Pursuant to the provisions of Section 10a-151b of the General Statutes of Connecticut as amended, sealed proposals will be received by the Purchasing Department of the University of Connecticut Health Center, at the address above for furnishing the commodities and/or services.

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

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

SECTION 1 of 2: PROPOSER INFORMATION

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

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

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

Written signature of Person Authorized to sign on behalf of the above named Bidder: <div style="font-size: 1.5em; font-weight: bold; margin-top: 5px;">SIGN HERE</div>	Date Executed
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------

Type or Print Name of Authorized Person	Title of Authorized Person
-----------------------------------------	----------------------------

IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE?	<input type="checkbox"/> YES (Attach a copy of Certificate) <input type="checkbox"/> NO
-----------------------------------------------------------------------	-----------------------------------------------------------------------------------------

IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY, AND AGENCY ADDRESS:

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

Matthew A Larson
 Asst Director of Purchasing

860-679-2408
 Telephone Number

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER
 PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
 Farmington, CT 06032

THIS FORM AND
 REQUIRED PROPOSAL
 SCHEDULE FORMS
 MUST BE RETURNED

Read & Complete
Carefully

BID NO: 5-2052

SECTION 1 of 2 -PROPOSER INFORMATION (Continued)			
Proposer's Address		Remittance Address (<input type="checkbox"/> Same as Proposer Address)	
No. and Street			
City, State, Zip Code			
Contact Person		Web Address	
Telephone Number		Cell Number	
Fax Number			
BUSINESS ENTITY: <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP: <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP <input type="checkbox"/> COPORATION TYPE OF CORPORATION: STATE ORGANIZED IN:			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALES OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE THE STATE? (ENTER LETTER FROM ABOVE)			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE THE STATE? (ENTER LETTER FROM ABOVE)			

FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)		
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL
NAME:		
E-MAIL ADDRESS:		
TELEPHONE NUMBER:		
FOR INVITATION TO Bid (BID) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)		
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL

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

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT

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REQUIRED PROPOSAL
SCHEDULE FORMS
MUST BE RETURNED

Matthew A Larson

Asst Director of Purchasing

263 Farmington Avenue, MC 4036
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Telephone Number

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BID NO: 5-2052

SECTION 2 of 2: PROPOSER DEBARMENT AND/OR SUSPENSION

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

YES NO

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

YES NO

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

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

Instructions for Certification

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

Except for transactions authorized under paragraph3.(a) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

YES NO

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

Number of notices attached:

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036

Farmington, CT 06032

THIS FORM AND
REQUIRED PROPOSAL
SCHEDULE FORMS
MUST BE RETURNED

Matthew A Larson
Asst Director of Purchasing

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860-679-2408

BID NO. 5-2052

Telephone Number

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UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT

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

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

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

Contractor agrees that it:

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

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
Farmington, CT 06032

THIS FORM AND
REQUIRED PROPOSAL
SCHEDULE FORMS
MUST BE RETURNED

Matthew A Larson
Asst Director of Purchasing

Read & Complete
Carefully

860-679-2408

BID NO. 5-2052

Telephone Number

Page 5 of 5

UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

YES (Applicable) NO (Non-Applicable)

INVITATION TO BID UCHC-4 Rev. 5/07 Previous Rev. 12/04 Matthew A Larson <i>Asst Director of Purchasing</i> 860-679-2408 Telephone Number	STATE OF CONNECTICUT UNIVERSITY OF CONNECTICUT HEALTH CENTER PURCHASING DEPARTMENT 263 Farmington Avenue, MC 4036 Farmington, CT 06032		BID Number: <div style="text-align: center; border: 1px solid black; padding: 5px;">5-2052</div>	
	Proposal Schedule		Delivery:	
	Payment terms are net 30 days after receipt of invoice. Any deviation may result in proposal rejection.		Terms: Cash Discount:	
	Bid prices shall include all transportation charges FOB University of Connecticut Health Center.		%	# Days
			Bidder Name:	
		SSN or FEIN #:		

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
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	Munson Road Kitchen Hood Replacement (Project# 07-064)				
	<p>UCHC seeks to contract the replacement of the existing kitchen hood located at the 16 Munson Road.</p> <p>Provide all labor, material and equipment required to complete the work reflected on plans and specifications document.</p> <p>NOTE: ONLY STATE OF CONNECTICUT DAS CERTIFIED SET-ASIDE SBE/MBE BUSINESSES ARE ELIGIBLE TO BID ON THIS CONTRACT</p> <p>Bidders should purchase plans and specs from Joseph Merritt & Company, 650 Franklin Avenue, Hartford, CT 06114. Phone: 860-296-2500. Please call 24 hours in advance to preorder documents.</p> <p><u>Mandatory Pre-bid Conference will be held at 11:00 AM on February 28, 2008 to begin in the 16 Munson Road Lobby.</u></p> <p><u>Please note requirements:</u> As well as the standard submission requirements listed on the checklist at the start of the bid package, the Bid Form documents located in the specification book must also be submitted with your bid.</p> <p>All bidders must agree to carry sufficient worker's compensation and liability insurance in a company licensed to do business in Connecticut and to furnish certificates of insurance should award be made to said bidder for the contract of this construction.</p> <p>All bidders must agree and warrant that in the performance of this contract, he/she will not discriminate or permit discrimination against any person or group of persons on the</p>				

ground of race, color, religion, national origin, sex 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 the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities (CHRO) with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of this section.

Enforcement of Affirmative Action plan requirements of Public Works contractors: The Commission on Human Rights and Opportunities (CHRO) will rigorously enforce the Regulations concerning Contract Compliance, 46a-68j-21 through 46a-68j-43, in particular, sections 26, 27 and 28, regarding affirmative action obligations of Public Works contractors. These sections require contractors who are successful bidders on Public Works contracts of \$50,000 or more to submit to, and have approved by CHRO, an affirmative action plan prior to the award of any such contract as required by CT General Statutes as amended by Section 8 of Public Act 99-75.

Department of Administrative Services:
Pursuant to CT General Statute 4a-60g:

- 1) Twenty-five percent of the total contract value shall be contracted through State of Connecticut Certified Small Businesses. Note: If award winner is a State of Connecticut Certified Small Business, the contractor is exempt from this requirement (Item No. 2 applies).
- 2) Six and a quarter percent of the total contract value shall be contracted through State of Connecticut Certified Minority and Woman-Owned Business.

If required, the wages paid on an hourly basis to any mechanic, laborer, or workman employed on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund shall be a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. State of Connecticut Prevailing Wages apply when the cost of a renovation project equals or exceeds One Hundred Thousand Dollars and new construction equals or exceeds Four Hundred Thousand Dollars.

Each contractor who is awarded a contract on or after October 26, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

Wage rates will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us. Such prevailing wage

	<p>adjustments will not be considered a basis for an annual contract amendment. A 10% Bid Bond is required with the bid submittal.</p> <p>A 100% Performance Bond and a 100% Labor and Material Bond shall be furnished by the bidder awarded the contract, and shall be in an amount of 100% of the contract price. Bidder awarded the contract shall have ten (10) days After Receipt of Order to submit bonds to the Director of Purchasing.</p> <p>Upon request, the bidder shall submit information including but not limited to, company financial status; list of completed projects for the current year beginning in January, and two (2) previous years; references from each completed project including owner name and phone number; and all other informational requests. Failure to provide such information shall lead to rejection of bid. No changes to these specifications are to be acknowledged without the written authority of the Purchasing Department.</p>				
1	<p>Project Manager: Paul Hudkins Campus Planning Tel: 860-679-2572 Email: HUDKINS@ADP.UCHC.EDU</p>				
2	<p>Submission of Proposals <u>Responses are due Monday, March 10, 2008 at 3:30 PM.</u> Bids must be sealed and not delivered in open packages or binders. UCHC will not accept any faxed or e-mailed proposals.</p> <p>Send Proposals to:</p> <p>UConn Health Center Purchasing Department, MC 4036 16 Munson Road, 2nd Floor Farmington, CT 06032 Attention: BID 5-2052</p>				
3	<p>Affidavits</p> <p>As required by State Law, please complete (as required) the following Forms in the Affidavit Requirements for State Contracts section:</p> <ol style="list-style-type: none"> 1. Form 5: Consulting Agreement Affidavits 2. Form 6: Affirmation of Receipt of State Ethics Laws Summary (for contracts \$500K or more) 3. SEEC Form: Form 11 (disclosed for informational purposes) 4. AG Form 1: Non-discrimination Certification 				

4	<p>Questions</p> <p><u>Submit questions in writing by email only. No telephone questions will be accepted or considered.</u> Suppliers should refer to the specific RFP paragraph number and page and should quote the passage being questioned. UCHC will respond to questions promptly and will send answers to all suppliers as a group are released as a subsequent addendum. UCHC will delete supplier names from the text of questions and answers being sent.</p> <p>Submit questions to: Matt Larson E-mail: mlarson@uchc.edu</p>				
5	<p>Number of Proposals</p> <p>Vendor must submit one (1) original and three (3) copies of proposal, plus one (1) copy of the BID package on CD.</p>				
6	<p>Response Preparation</p> <p>Responses should be prepared simply and economically without emphasis on the presentation of the response. Extensive bindings, color photographs, and excessive promotional materials, such as videos, are neither desired nor needed. Suppliers may submit brochures if requested, but should not include materials not requested. UCHC prefers to receive responses in appropriately sized three-ring binders with index tabs to separate sections.</p>				
7	<p>Offer Expiration Date</p> <p>Proposals in response to this BID shall be valid for 180 days from the bid due date. UCHC reserves the right to ask for an extension of time if needed.</p>				
8	<p>Requests for additional information</p> <p>UCHC reserves the right to ask for further information from the bidder either in writing or verbally at any point during the selection process. Only information provided in writing will be relied upon and expected to be part of any subsequently awarded agreement.</p>				
9	<p>A copy of the BID in MS Word format for convenience of preparing response may be obtained by emailing Matt Larson; mlarson@uchc.edu</p>				

INVITATION TO BID
UCHC-5

Matthew A Larson

Asst Director of Purchasing

860-679-2408

Telephone Number

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036

Farmington, CT 06032

THIS FORM AND
REQUIRED PROPOSAL
SCHEDULE FORMS
MUST BE RETURNED

Read & Complete
Carefully

BID NO: 5-2052

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small 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.

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

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

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

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

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

UHC-6 Rev. 8/07
Previous Rev. 5/07

Matthew A Larson
Asst Director of Purchasing

860-679-2408
Telephone Number

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
263 Farmington Avenue, MC 4036
Farmington, CT 06032

BID Number: 5-2052

**State of Connecticut
Contract Affidavits, Certifications, and Notices**

WHEN TO SUBMIT	CONTRACTING AFFIDAVITS/CERTIFICATION FORMS			
	Signed by AGENCY	Signed by CONTRACTOR		
		ALL Contracts cost or value ≥ over \$0.00	All Contracts Cost or value ≥ \$50K	All Contracts Cost or value ≥ \$500K
submit form with bid or proposal		AG FORM (I/C)	FORM5*	FORM6 **
submit form at time of contract execution	FORM 3	AG FORM (I/C)	FORM1 FORM5*	FORM6 **
submit form after contract execution				FORM6 **
submit form annually if multi-year contract			FORM1	

* 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

(for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

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

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

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

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

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

IV. OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

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

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

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

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

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

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

FORM 11 Campaign Contribution and Solicitation Ban

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

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

Nondiscrimination Certification (AG Form)

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

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

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.
- (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

- a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and

Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, as amended by this act; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this **day of** **200**

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only	
_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	



**STATE OF CONNECTICUT
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:**

_____		_____
Consultant's Name and Title		Name of Firm (if applicable)
_____	_____	_____
Start Date	End Date	Cost
Description of Services Provided: _____		

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

If YES: _____

Name of Former State Agency

Termination Date of Employment

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

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

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

**Commissioner of the Superior Court
or Notary Public**



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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



**UNIVERSITY OF CONNECTICUT HEALTH CENTER
NON-DISCRIMINATION CERTIFICATION**

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

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

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

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

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

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

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

Print Name: _____

Title: _____

Signature

Date



**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

INVITATION TO BID

UCHC-7 Rev. 5/07
Previous Rev. 12/04

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
263 Farmington Avenue, MC 4036
Farmington, CT 06032

BID Number:
5-2052

Matthew A Larson
Asst Director of Purchasing

860-679-2408
Telephone Number

STANDARD BID AND CONTRACT TERMS & CONDITIONS

All Invitations to Bid issued by the University of Connecticut Health Center (UCHC) Purchasing Department will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitations to Bid.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 10a-151b, 4a-50 through 4a-80, and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. The time and date bids are to be opened is given in each bid issued. Bids must be submitted on forms supplied by Purchasing Department. Telephone or facsimile bids will not be accepted in response to a Request for Proposal.
2. Bids received after the specified time and date of bid opening given in each bid proposal shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the Purchasing Department after the time specified for opening of bids, shall not be considered. An original and one copy (unless more than one copy is requested) of the proposal schedule shall be returned to the Purchasing Department. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one, which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitations to Bid.
5. Alternate bids will not be considered. An alternate bid is defined as one, which is submitted in addition to the bidder's primary response to the Invitations to Bid.
6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.
7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

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

Guaranty or Surety

11. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.
13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

14. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The time and date bids are to be opened is given in each bid issued.
15. Purchasing Department may reject any bidder in default of any prior contract or guilty of misrepresentation of any bidder with a member of its firm in default or guilty of misrepresentation.
16. Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

Contract

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.
18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.
19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten-day period, the award will be made to the next lowest responsible qualified bidder.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Purchasing Department to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.
21. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship;

INVITATION TO BID

UCHC-7 Rev. 5/07
Previous Rev. 12/04

Matthew A Larson
Asst Director of Purchasing

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
Farmington, CT 06032

BID Number:
5-2052

860-679-2408
Telephone Number

STANDARD BID AND CONTRACT TERMS & CONDITIONS

Page 2 of 4

repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

22. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services; however, no compensation for lost profits shall be allowed.

Delivery

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

24. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

25. Deliveries are subject to re-weighing on State sealed scales.

26. Payment terms are net 30 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

27. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

29. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Purchasing Department.

Rights

30. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

31. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

32. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

33. All purchases will be in compliance with the law of the State of Connecticut. This contract is subject to the provisions of the following Statute(s) and Executive Orders:

Sec. 22a-194. Definition of controlled substance. As used in sections 22a-194a to 22a-194g, inclusive, "controlled substance" means a controlled substance under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer, signed September 16, 1987, as may be amended.

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 as enclosed.

Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 requires nondiscrimination clauses in state contracts.

Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 requires contractors and subcontractors having a contract with the state or any business entity having business with the state or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service.

Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Executive Order No. Fourteen of Governor M. Jodi Rell promulgated April 17, 2006 states the contractors shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

Executive Order No. Seven C of Governor M. Jodi Rell promulgated July 13, 2006 establishes the State Contracting Standards Board to address the state's vulnerabilities in the selection and procurement processes to avoid improprieties, favoritism, unfair practices or ethical lapses in state contracting.

Records, Files, and Information

34. Incorporated by reference into this contract and Pursuant to Public Act No. 01-169, 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 (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

35. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

Dispute Resolution

36. Contractor may bring claims against Customer for any loss, claim, damage, or liability of whatsoever kind or nature, which may arise from or in connection with this Agreement in accordance with Chapter 53 of the Connecticut General Statutes. Contractor shall have recourse through the State of Connecticut Claims Commission as provided under Chapter 53 of the Connecticut General Statutes in which all claims against the State of Connecticut and the University of Connecticut Health Center will be filed with Connecticut's Claims Commissioner. The parties agree that if such claim is not resolved by the State of Connecticut Claims Commission, then the venue for any the litigation resulting out of any controversy or claim against

INVITATION TO BID

UCHC-7 Rev. 5/07
Previous Rev. 12/04

Matthew A Larson
Asst Director of Purchasing

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STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
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BID Number:
5-2052

STANDARD BID AND CONTRACT TERMS & CONDITIONS

the Customer arising out of or relating to this Agreement, or the breach thereof, shall be the state courts of Connecticut or the federal courts sitting in Connecticut. Each party hereby irrevocably waives the right to trial by jury in any federal or state judicial proceeding. Each party hereby waives any right to seek punitive, exemplary, multiplied or consequential damages, prejudgment interest or attorneys' fees or costs.

Other Requirements

37. Conn. Gen. Stat. § 4a-81 (the "Act") requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether an consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract. (c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-

public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person. (d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is defined by the bid release date.

John Dempsey Hospital Policies and Procedures

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

Whistle Blowing

39. 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 provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing the employees of the Contractor.

Federal False Claim Act

40. 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,

INVITATION TO BID

UCHC-7 Rev. 5/07
Previous Rev. 12/04

Matthew A Larson
Asst Director of Purchasing

860-679-2408
Telephone Number

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
Farmington, CT 06032

BID Number:
5-2052

STANDARD BID AND CONTRACT TERMS & CONDITIONS

with respect to information, that has actual knowledge that a claim is false, knowingly ignores facts which may reveal false information or disregards the need to check the truth or accuracy of the information. The FCA extends to any payment requested of the federal government. More specifically, the FCA applies to billing and claims sent from UCHC to any government payor program, including Medicare and Medicaid. The FCA also includes provisions intended to protect individuals who report suspected fraud.

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

Insurance Requirements

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

Insurance Provisions

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

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

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

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

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

Background Checks

42. UCHC shall conduct background investigations and federal sanctions checks on all contractor employees working on UCHC premises shall be subject to UCHC Background checks prior to commencement of work. The inquiries into the background of all persons associated with UCHC shall comply with federal and state laws.

INVITATION TO BID

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

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
263 Farmington Avenue, MC 4036
Farmington, CT 06032

BID Number: 5-2052

Matthew A. Larson
Asst. Director of Purchasing

BIDDERS STATEMENT OF QUALIFICATIONS

860-679-2408
Telephone Number

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

COMPANY NAME: _____
ADDRESS: _____

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

List other names your company goes by:

1. _____ 2. _____

List previous company name (s):

1. _____ 2. _____

Size of Company, Firm, or Corporation

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

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

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

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

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

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

INVITATION TO BID

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

Matthew A. Larson
Asst Director of Purchasing

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

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

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

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

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

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

(Attach additional sheets, if necessary)

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

(Attach additional sheets, if necessary)

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

Signature

Date

Title

University of Connecticut Health Center
Contract No.

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:

Start Date:		End Date:		Renewal Option(s):	
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3) COST AND SCHEDULE OF PAYMENTS:

The University of Connecticut Health is exempt from state and federal Sales and Use taxes pursuant to Connecticut General Statute Sec. 12-412. Payment shall be made as follows:

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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 Contractor's 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 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 has executed and submitted 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."
- i) This Agreement is subject to the provisions of [Executive Order No. Three of Governor Thomas J. Meskill promulgated 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 state labor commissioner shall have continuing

jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this 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 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 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 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.

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 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 or company could be required to pay an additional fine of three times the value of any charges.

Refer to the following documents for further information:

Section 6032 of the Deficit Reduction Act of 2005

31 U.S.C. §§ 3729-3733

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