

University of Connecticut Health Center



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Purchasing Services Department

Solicitation for Proposal

5-2222

Orthopaedic Implants

Solicitation for Proposal Dated: February 3, 2009

Proposal Due: March 2, 2009 3:30 PM

**Solicitation of Proposal
5-2222
Orthopaedic Implants**

February 3, 2009

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SOLICITATION OF
PROPOSAL
UHC-1 Rev. 5/07
Previous Rev. 12/06

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



Matthew Larson
Purchasing Services Officer

mlarson@uchc.edu
Email address

Acknowledgment: Receipt of Solicitation Of Proposal (SOP) Documents
FAX to 860-679-2508

SOP Number	RFP Due Date	Due Date Time
5-2222	March 2, 2009	3:30PM
SOP Title:	Orthopedic Implants	

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: _____

**Solicitation of Proposal
5-2222
Orthopaedic Implants
February 3, 2009**

Section I:
University of Connecticut Health Center Background

The University of Connecticut Health Center is a vibrant organization composed of the School of Medicine, School of Dental Medicine, John Dempsey Hospital, the UConn Medical Group, UConn Health Partners and University Dentists. Founded in 1961, the Health Center pursues a mission of providing outstanding health care education in an environment of exemplary patient care, research and public service. The Health Center's 206-acre campus is situated around a wooded hilltop in the beautiful, historic community of Farmington. From this vantage point, the skyline of Hartford, the capital of Connecticut, can be seen about eight miles to the east. The University's main campus is in Storrs, about 30 miles east of Hartford. With approximately 5,000 employees, the Health Center is Connecticut's 16th largest employer and an important contributor to the local and regional economy.

Health Care Services

Through John Dempsey Hospital (204 general acute care beds and 20 nursery beds), the Health Center provides specialized and routine inpatient and outpatient services. John Dempsey Hospital has long been regarded as the premier facility in the region for neonatal intensive care and high-risk maternity. It is also widely recognized for its comprehensive cardiovascular, cancer and musculoskeletal services. Additionally, John Dempsey Hospital is home to the only Emergency Department in Connecticut's fast-growing Farmington Valley.

A wide range of ambulatory and primary care services are provided on the Health Center campus in Farmington and in physician offices conveniently located in West Hartford, Simsbury and East Hartford. The UConn Medical Group is the largest medical practice in Greater Hartford, offering patients access to health care services from more than 350 Health Center physicians in more than 50 specialties.

The New England Musculoskeletal Institute (NEMI) is also a part of the University of Connecticut Health Center, providing world-class care for a wide range of musculoskeletal problems, ranging from joint replacement surgery and spine surgery to care for chronic conditions such as osteoporosis and arthritis. Many of our surgeons and physicians are nationally and internationally recognized experts in orthopaedic surgery, rheumatology and the prevention and treatment of osteoporosis. Our team of sports medicine surgeons provides care for both collegiate and high school athletes. We are the orthopaedic consultants and team physicians for the UConn Huskies athletic teams, including men's and women's basketball and football, and the Trinity College hockey program.

Programs within the NEMI include Complete Orthopaedic Care, Ongoing Care for Rheumatologic Conditions, Comprehensive Spine Center, Center for Implant and Reconstructive Dentistry, Radiology Services and Rehabilitation Services. The unique aspect of the New England Musculoskeletal Institute is, that our specialists work together to provide the optimal care available. In addition, our clinicians and scientists are pursuing treatments and cures for tomorrow through research and education. We are committed to patient-centered medicine. All care is tailored to the unique needs of our patients.

Many of our orthopaedic surgeons treat problems through same-day surgical procedures which are performed in the New England Musculoskeletal Institute. However, some cases, such as joint replacement surgery, require patients to spend time in the UConn Health Center's John Dempsey Hospital. UConn Health Center has dedicated space on its seventh floor for patients who are hospitalized with orthopaedic conditions. The floor includes 28 beds and a specialized gym and rehab room so patients can start vital physical therapy soon after surgery.

The Correctional Managed Health Care (CMHC) program, a partnership with the Department of Correction, delivers comprehensive managed health care to State of Connecticut inmates. Medical, mental health, dental and ancillary services are provided in all eighteen facilities across the state (Bridgeport; Brooklyn; Cheshire - Manson Youth, Webster, Cheshire; Enfield/Somers - Robinson, Willard/Cybulski, Northern, Osborn, Enfield; Hartford; New Haven;

Newtown - Garner; Niantic - Gates, York; Storrs - Bergin; Suffield - MacDougall/Walker; Uncasville - Corrigan/Radgowski).

Educational Programs

Dedicated to providing broad educational opportunities in the biomedical sciences, the Health Center offers degree programs in medicine (M.D.), dental medicine (D.M.D.), and biomedical science (Ph.D.); master's degree programs in public health and dental science; postdoctoral fellowships; residency programs providing specialty training for newly graduated physicians and dentists; and continuing education programs for practicing health care professionals. Combined degree programs, such as the M.D./Ph.D., D.M.D./Ph.D., Dental Clinical Specialty/Ph.D. and M.D./M.P.H. are also offered.

Research Programs

Since the Health Center's inception, its administration and faculty have been committed to maintaining high-quality research programs as part of the institution's fabric. This commitment has enabled the Health Center to recruit distinguished researchers with expertise in neuroscience, molecular biology, molecular pharmacology, biochemistry, cell physiology, toxicology, and endocrinology, among other fields. The Alcohol Research Center, is one of only 14 such federally supported centers in the nation; the Connecticut Clinical Chemosensory Research Center, one of five.

Currently, the University is establishing a Center of Innovation that will include its new stem cell institute as well as cutting edge cell biology and genetics research. The new center, which will be located at 400 Farmington Avenue near the Health Center campus, will unite UConn scientists in a cross-disciplinary, collaborative setting to enhance Connecticut's role as a leader in stem cell research and accelerate discoveries that ultimately could lead to therapies treating a broad range of diseases and disorders.

Clinical research is facilitated by the Lowell Weicker General Clinical Research Center and the Clinical Trials Unit. Intellectual endeavors of all kinds are supported by the Lyman Maynard Stowe Library.

Our Campus

Construction of the Health Center's main campus began in 1966. The main complex occupies a prominent hilltop near I-84 and the Farmington-West Hartford line. The massive, circular building originally contained about 1.2 million square feet, seven miles of corridors, and 2,000 rooms. Its first major addition, the Andrew J. Canzonetti, M.D. Building, was dedicated in 1994. It added 94,000 square feet next to John Dempsey Hospital. The Health Center's Academic Research Building opened in 1999. The impressive 11-story structure provides 170,000 square feet of state-of-the-art laboratory space.

The Medical Arts and Research Building (MARB), which opened in 2005, added to the campus a four-story, 99,000 square-foot, facility for care and research related to conditions affecting bones, joints and connective tissue. The MARB houses an open MRI, the region's first warm-water SwimEx therapeutic pool, and physical therapy and rehabilitation services, as well as, clinical services including orthopaedics, rheumatology and neurosurgery. It also is home to the Farmington Surgery Center, a multi-specialty outpatient surgery center. All told, the Health Center campus consists of 39 buildings totaling over 2 million square feet.

Section II: Solicitation Overview, Proposer Qualifications and Expertise

A. Solicitation Overview

- 1) The objective of this solicitation is to allow UCHC the opportunity to receive proposals from providers of orthopaedic implants interested in establishing long term strategic partnerships. UCHC's goal is to enhance quality and reduce the costs associated with the delivery of orthopaedic implant surgery while establishing maximum/ceiling prices for specific surgical procedures. Awards will be made based on the evaluation criteria

set forth in this Solicitation of Proposal. It is important that the successful bidder(s) will be able to meet all the service expectations and needs in order to provide exemplary patient care and services for our patients.

- 2) As part of this contracting and cost reduction initiative, the Health Center will conduct a thorough market evaluation based on product offering, technology, value added and economic feasibility relative to UCHC cost structures.
- 3) UCHC will agree to purchase 100% of its annual volume for the implant products defined from this Solicitation from preferred business partners only, however, UCHC will not commit to the share each Proposer will receive. In the event existing business partners cannot mutually agree to the pricing listed in this solicitation, UCHC may exclude such business partners from a contractual arrangement for goods and services.
- 4) The intent of this strategic initiative is to place the Health Center in a very competitive position relative to its marketplace and continued challenges of managed care contracting and declining reimbursements.
- 5) As the implant is the single largest cost of providing these services, we are seeking your participation in lowering the acquisition cost of our orthopaedic implants and ensure financial feasibility for the UCHC business model.
- 6) There are four objectives that UCHC seeks to accomplish through this Solicitation of Proposal:
 - (a) Achieve and provide patients with safe and high quality orthopaedic implants.
 - (b) Work with quality organizations that can successfully add value through innovations in providing implants in a manner consistent with the best interests and strategic plans of UCHC.
 - (c) Achieve cost savings and financial feasibility.
 - (d) Uphold UCHC position as a leader in quality, innovation and teaching.

B. Term of Contract: Contract issued pursuant to this Solicitation of Proposal will have an initial term of three years renewable for two additional two-year renewals upon mutual written consent of the parties. Renewal options are subject to the Office of the Attorney General's approval if this contract is not included in a Memorandum of Agreement between the UCHC and the Office of the Attorney General waiving review and approval of certain specified templated contracts.

Section III: Proposer Qualifications and Expertise

Proposals must include responses to the following details:

- 1) Describe how your Company is prepared to meet all requirements of this Solicitation if awarded this contract. Include details on how your company will provide the highest level of service available, providing a detailed plan on defining how your company will successfully cover the requirements of the UCHC and JDH. Provide a letter of introduction, including a brief history of your company.
- 2) Indicate your Business name, address, telephone, fax number. Include a copy of the Organization chart for your business.
- 3) Provide the year the firm was established as well as any former firm names and year(s) established. Indicate the type of ownership (sole proprietorship, partnership, corporation, joint venture, or LLC).
- 4) Proposer Background/Financial Information:
 - (a) Provide a brief description of your company's market position in the healthcare field, specifically relating to patient care; clinical innovations and the managed care system.
 - (b) Provide a copy of your previous years-audited financial statements.
- 5) Executive Summary: The Executive Summary must contain the following information:
 - (a) Brief overview of all major proposal highlights.
 - (b) Overall scope and projected costs.
 - (c) Statement of Partnership- Considering the considerable financial concerns facing health care providers today, how will a partnership with your company result in a mutually beneficial financial relationship?

- 6) Provide a copy of your company's affirmative action policies and diversity efforts.
- 7) UCHC's preference is to have one primary service representative. If the primary representative is unavailable for any reason (sickness, vacation, etc.), the Proposer must continue to provide equivalent representation. Two-hour telephone response shall be considered the standard response time but shall never exceed 4 hours as UCHC is a 24H x 365 days/year operation. Indicate the name and contact information for the primary and secondary (if applicable) sales representatives who will be responsible for UCHC account as well as the name and contact information for the regional sales manager for the account.
- 8) Describe the procedures used to verify credentials, i.e. licensure, education, certification, work experience, criminal and financial background checks.
- 9) State how many personnel are presently available to meet these requirements of service.
- 10) Provide the name, title, address, telephone, fax and email for the point of contact who will serve as an authorized negotiator for your company. This point of contact shall have the authority to act on behalf of the Company and make binding commitments for the company. Include a corporate resolution authorizing the point of contact's authority from the company's Board of Directors.
- 11) Provide information on the management and support teams who will be in place to assist UCHC in meeting the objectives of this Solicitation.
- 12) Describe your company's commitment to quality in terms of a Results Guarantee. See Service Item Section IV. No. 10. If available, include your company's quality policy and describe on-going quality and process improvement initiatives.
- 13) Customer References: Provide five references; two of the five must be from academic health centers of similar size and scope. Reference information must include: Organization name, address, telephone, fax, contact name, title and email. References must be persons able to comment on the Proposer's capability to perform the services specified in this solicitation. The contact person must be an individual familiar with the Proposer and its day-to-day performance. Proposers are strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be references
- 14) Provide a complete client list for covering the past two (2) years. (January 2006 – December 2008)
- 15) Include a current Certificate of insurance as required by the Solicitation specifications.

Section IV: Service Requirements, Minimum Terms of Agreement

A. Service Requirements

- 1) Product Availability and Special Requests: Proposer will be relied upon to maintain appropriate inventory levels based upon UCHC's projected estimated usage. Proposer is responsible for maintaining a current list of UCHC's usage and of product users, as provided by UCHC, and for notifying all product users of any manufacturer's back orders. In the event of a back order caused by the Seller having an inventory less than required by this agreement, the Seller shall suggest a substitute at the same price or lower for UCHC's approval. Proposer agrees to use reasonable efforts to provide product fill rate of greater than 99 percent. Special requests for custom packaging, emergency shipments, hand-delivery, and equipment maintenance shall be accommodated through mutually cooperative efforts to meet patient requirements.
- 2) Product Substitutions: Alternate products are permitted **ONLY** if: UCHC has approved the alternate products. Proposer warrants that products supplied to UCHC, after consummation of this agreement, shall be of the quality originally proposed, equal to or exceeding UCHC originally stated or documented specifications, and/or manufacturer's/dealer's stated or published specifications or claims which UCHC relied upon to award this agreement. Should Proposer's products supplied to UCHC fail to perform to expectations in the normal course of business, Proposer shall: (1) promptly provide acceptable replacements at no expense to UCHC, or (2) provide a refund that is

acceptable to UCHC, or (3) propose any combination of the above which may be acceptable to UCHC, or (4) propose other specific performance remedies acceptable to UCHC. UCHC reserves the right to change product specifications at any time and will work with the selected Proposer to negotiate pricing in the same manner as the initial proposal and which is mutually acceptable.

- 3) Returned Goods/Quantity Variance: UCHC's requested quantities on Purchase Order resulting from this contract are firm. Proposer shall accept returns within thirty (30) days of receipt by UCHC for all undamaged and/or unopened goods. Proposer shall charge no restocking or other fees on miss-shipped products, over shipment or duplicate shipment. UCHC reserves the right to assess reasonable clerical fees for processing recurring shipment variances.
- 4) Packaging: The products shall be packed and shipped by the Proposer in accordance with good commercial practice so as to ensure that no damage would result from weather, handling or transportation. Proposer shall be solely responsible for proper labeling. All products will be delivered and accompanied by a securely attached packing list, indicating goods shipped against and authorized purchase order.
 - a) All containers shall be clearly marked with:
 - i) Name of supplier
 - ii) Purchase order number
 - iii) Ship to address
 - iv) Itemized list of contents
 - v) Quantity shipped (carton count, e.g. case 1 of 12)
- 5) Recalls: Proposer shall be committed to promptly notifying UCHC of medical device and supply manufacturer recalls as required by the FDA and assist UCHC in insuring patient safety, health and welfare.
- 6) Conversions: To determine if any product conversions will meet UCHC criteria and performance needs, any trials, conversions, and in-servicing of products will be planned in detail with UCHC Materials Management Value Analysis Committee.
- 7) Training / Education: Proposer will train UCHC personnel including but not limited to physicians, nurses, and technicians regarding the use of products/services as requested by UCHC at no additional charge. Both parties will mutually agree upon the location and method required for training. On-site and off-site training may be required. Proposer will provide all supplies, lab materials, and literature necessary to support education for UCHC staff. Training classes will be CEU and CME eligible. All training materials will be provided electronic format for sharing on the UCHC Intranet for reference purposes.
- 8) All Proposers are required to provide implant charge sheets at the close of every case in accordance with UCHC Materials Management policy.
- 9) Proposer Staffing Requirements: a Proposer representative will be required to be present during any procedure that the surgeon deems necessary for support.
 - (a) Licensure/Accreditation: Proposer shall guarantee that all staff employed in the provisions of this agreement is fully licensed by the appropriate governing body. Any additional staff brought under the sponsorship of a training program by Proposer will at no time be placed in a position of impacting the outcome of patient care. The Director of Materials Management or authorized designee must be notified at least 48 hours in advance of any individual brought in without accreditation.
 - (b) Upon award, the Director of Materials Management (or designee) will be provided with the following information: Listing of both professional staff and non-professional staff proposed to service this account. The Director may provide input to the Performance Evaluations of the Proposer's staff assigned to UCHC during any business review of the awarded contract. UCHC also reserves the right to have an employee of the Proposer removed from the program at UCHC.
 - (c) Daily staffing schedules, by week, need to be provided to the Director (or designee) each Monday by 7:00AM. These schedules would cover at a minimum the following one-week period (Monday-Sunday). Daily changes due to workload, illness or other conditional changes need to be noted on

an update schedule and delivered to the office of the Director/designee no later than the same shift that the change occurs.

- (d) All Contractor and Contractor Parties whose work will be conducted at UCHC premises agree to cooperate with UCHC to facilitate any applicable background checks and/or vendor certifications required by UCHC. Specifically: In accordance with UCHC Policy No. 2001-3 and applicable federal and state laws, the University of Connecticut Health Center Public Safety Department shall conduct security background investigations and federal sanctions checks on all contractor and vendor employees prior to commencing work on UCHC premises. Accordingly, all Contractor and Contractor Party employees who will be working at a UCHC facility in the performance of this Contract shall submit a Background Information Sheet and pay the background check fee to the UCHC Public Safety Department at least ten (10) Days before the first day they will be working at UCHC premises.
 - (e) In order to ensure that its contractors are compliant with hospital policy and industry standards, UCHC requires that contractors working on UCHC premises provide documentation that they will abide by UCHC standards for environmental health, safety, privacy and quality. UCHC has partnered with Status Blue (www.status-blue.com) for the credentialing process. Accordingly, all Contractor and Contractor Party employees who will be working at a UCHC facility in the performance of this Contract shall register with Status Blue at www.status-blue.com, complete all appropriate UCHC credentialing steps through the Status Blue website, and pay the credentialing fee at least ten (10) Days before the first day they will be working at UCHC premises. The Contractor and Contractor Party employees who meet all compliance requirements will be issued identification badges, which they shall obtain from UCHC and wear at all times while they are on UCHC premises.
- 10) Results Guarantee: UCHC recognizes that in a supply partnership agreement it is in the Proposer's and our best interest to ensure that product results are achieved. The product will be free of defects and will perform as promised or the costs to replace the product shall be borne by the Proposer. UCHC would like to review information relating to the quality of the proposed products. To that end please include in your response any independent published data, literature or other information that demonstrates or compares functional or clinical outcomes. Also, please provide information relating to complication or product failure rates. Any performance design issues or manufacturing changes will be shared with UCHC upon discovery or development. Any of these changes that do not meet UCHC's product criteria will:
- (a) Be reviewed to determine if UCHC will continue to purchase the product
 - (b) Not be counted against any compliance measurements stated in any contractual agreement.
- 11) Warranty Proposer warrants that products supplied and work or services performed under this Solicitation of Proposal conform to specifications herein and are merchantable and fit for the particular purposes for which goods are ordinarily employed. Proposer warrants that products supplied under this agreement are manufactured and sold in conformance with applicable Federal, state, local statutes, ordinances, regulations, rules and orders. Proposer shall be liable to UCHC and to any other person for all damages incurred as a result of any defect, negligence or breach of warranty in any item covered by this contract. The foregoing express warranties shall be in addition to any warranty customarily made by Proposer of its product and any implied warranties and shall be construed as conditions as well as warranties.

B. Minimum Terms of Agreement

- 1) Implants and surgical instrumentation used for surgery will be consigned, at no cost, in mix and quantity as appropriate to support surgical practices. Existing inventories will be evaluated for replacement with consigned items.
- 2) Product upgrades are subject to contract discount structure.
- 3) Proposer representative support must be adequate to meet the needs of the orthopaedic surgeons, including being available for difficult or unique cases.

- 4) Proposer representative support must be adequate to meet the needs of UCHC staff including:
 - (a) Instruments must be available, in appropriate quantity to support scheduled procedure volume, before 5 PM on the day prior to surgery.
 - (b) Availability for staff in-services.
 - (c) Responsiveness to inquiries (Two-hour telephone response shall be considered the standard response time but shall never exceed 4 hours)
 - (d) Administrative support must be available when required.
 - (e) Implants and instrumentation will be provided without any additional fees, such as loaner or shipping/transportation charges.
- 5) Proposer agrees to provide orientation and all necessary in-service training to end users, management staff, and service / biomedical personnel who are employed or contracted by UCHC / affiliates, and to certify such service / biomedical personnel in the maintenance of such goods that are provided by Proposer to UCHC.
- 6) UCHC Materials Management is responsible for the proper placement and distribution of all items within the inventory formulary and maintaining and monitoring the inventories within the University, hospital and the clinical enterprise.
- 7) A purchase order is required in order to procure goods / services through UCHC Purchasing Services Department.
- 8) All goods provided must be 'new' and in proper working order. Used, reconditioned or previously leased / owned goods are not acceptable unless agreed to at the time contract is executed, or through a valid amendment. All technologies must be FDA and UCHC approved prior to use.
- 9) As appropriate and required by UCHC, Proposer shall provide necessary updates in writing and in person on timeline, financial matters, work progress, etc.
- 10) In the event that goods or services promised or provided by Proposer are not available or serviceable within the promised delivery date or warranty period, Proposer shall make necessary substitutions / loaners available to UCHC until contracted goods / services can be delivered, replaced or repaired.
- 11) All appropriate information shall be delivered with goods, including instruction manuals, warranty information, service / care manuals, Material Safety Data Sheets, regulatory signage and markings, etc.
- 12) All shipping, packing and delivery are to take place in compliance with applicable law. Proposer certifies that contracted goods / services do comply with all regulatory and legal requirements that are applicable, and if such goods / services do not meet necessary code Proposer shall be responsible to:
 - (a) Pay all judgments, penalties, fines, or levies actually assessed to UCHC
 - (b) Pay any defense and investigation costs actually incurred by UCHC
 - (c) Pay for replacement or modification required to meet code
- 13) UCHC reserves the right to add or delete specific products based on its changing needs. Prices for any new product additions not included in this agreement will be covered under the "New" or "Breakthrough" Technology clause.
- 14) If an evaluation of product is required during the term of this agreement to determine the acceptability for any UCHC affiliate, the Proposer will provide at "no charge" evaluation stock for a mutually agreed-upon evaluation time period.
- 15) UCHC reserves the right to purchase a product(s) if a procedure clinically requires use of a product that is not under agreement; or if a specific outcome for a patient requires features not provided in the product(s) under contract; or if investigational protocols approved by an institutional review board allow the use of a Proposer's product(s) for investigational purposes only.

16) Describe in detail your company's ability regarding conversion to revisions. Please provide descriptions as to how your company will meet these requirements. In addition to these requirements, please comment on how your company will track conformance to these requirements.

Section V: Pricing

1) All pricing will be firm for the first year of the agreement. Thereafter, Proposer may submit a request for price adjustment effective on the yearly anniversary date of the contract. Failure to negotiate pricing will result in termination of any contract. Any request for price adjustment(s) must be submitted forty five days in advance, and in writing to:

Margaret Gilbert
Procurement Contract Specialist
University of CT Health Center
Purchasing Department
263 Farmington Avenue MC4036
Farmington, CT 06032

- 2) In no instance should the pricing be tied to any capital equipment scenarios. In the event that market forces drive down costs further, UCHC expects the contract Proposer to remain competitive during the contract term.
- 3) All shipping costs are the responsibility of the Proposer. Freight is FOB destination, pre-paid to UCHC only. UCHC will not pay shipping costs for product shipped to sales representative for delivery to UCHC. UCHC will not pay for freight or processing costs related to implants and instrumentation. However, fees that are deemed reasonable, such as special orders, or emergencies will be approved on a per case basis.
- 4) UCHC does not pay restocking fees, administrative fees, excise fees, fuel and other surcharges. There shall be no additional fees invoiced to UCHC that are not agreed to at the time contract is executed, or through a valid amendment.
- 5) UCHC is a 501(c)(3) not-for-profit corporation, which is exempt from payment of sales and other taxes. Accordingly, UCHC does not pay these taxes and Proposer should not invoice UCHC for such taxes.
- 6) Payment terms: Net 45 days. Early payment discounts will be considered.
- 7) Payment cycle begins after receipt of contracted goods / service, installation, customer assurance of utility / freedom from defect, and receipt of invoice.
- 8) Pricing Constructs are included in Attachment No. 1. Complete all relevant pricing for various Orthopaedic implant constructs that have been identified in Attachment 1. The pricing constructs must be thoroughly completed. All fields must be filled-in. All pricing shall include freight (if any) F.O.B. Destination, Prepaid. Pricing shall be guaranteed firm for initial contract term (3 years). Total Maximum/Ceiling Price equals total net price to UCHC.
- 9) Pricing construct table is listed in Attachment No. 2. Please complete the line item price for each individual component and provide the sum for all components. This will be utilized to baseline Proposer's proposal for competitiveness.
- 10) Complete offering requested in Attachment 3. Please provide your price list, including list, net and discount percentage as outlined within Attachment 3 template. This pricing shall be in effect for 1 year from award date. After 1 year, UCHC shall review cost structure and reserves the right to renegotiate based on UCHC volume and financial performance and current market based conditions and pricing.

- (a) TAB1: Orthopaedic Construct Pricing
- (b) TAB2: Orthopaedic Value Added

(c) TAB3: Orthopaedic Price List

Annual Case Volume

Annual case volume is currently 550 total joint cases per year.

Note: Any quantities stated represent UCHC's best estimate of annual needs and actual usage may vary. However, these quantities are not to be considered as an order and UCHC makes no commitment to purchase any specific quantity.

Section VI: Value Added Programs, GPO Agreements, New Technology and Products

A. Value Added

- 1) In addition to the attached pricing schedules, please describe any other cost reduction initiatives that would positively lower total supply chain costs i.e., distribution, inventory, handling, usage, and disposal; include any value-added services, trade-in offers of existing instrument/implants owned by UCHC, disposables associated with spinal surgery or rebates.
- 2) Disposables associated with hip and knee implant systems must include product description, catalog#, current list price, as well as a discounted price and discounted percentage. Utilize the TAB3 or TAB5 for value-added offers.
- 3) Implants and Instrumentation and/or Capital Equipment shall be consigned at the discretion of the UCHC, at no cost, in mix and quantity as appropriate to support the University's surgical practice.
- 4) Include a detailed listing of Product instrumentation/Capital Equipment provided on a consignment (no-charge) basis for all sites.
 - (a) Include the number of Product Instrument Sets/Capital Equipment that will be provided.
 - (b) Include digital pictures and a laminated itemized list of Instruments/Capital Equipment in their sterilization trays.
 - (c) Include sterilization instructions for Instruments/Capital Equipment.

B. Group Purchasing Organization (GPO) Agreements

UCHC is a member of Novation, Amerinet, and Magnet buying groups. The Proposer shall identify any relative GPO contract relationships. Upon analysis UCHC reserves the right to access a GPO contract and/or to locally negotiate prices on items covered under GPO contracts, or to independently award direct manufacturer contracts pursuant to its best interests. UCHC shall have sole discretion as to which contract relationship to pursue.

C. New Technology and New Products

- 1) To facilitate the development, awareness and utilization of potentially innovative medical technology, the introduction of new medical technology will be evaluated through the UCHC Value Analysis Committee. New technology is defined as a new device or implant that offers an incremental patient care or safety benefit over devices or implants currently available and that are used to diagnose or treat a patient. In addition, a new device or implant may be the first of its kind in the market or an improvement over existing technology within the same product class or category.
- 2) New Product Technology- If new technology is introduced to the marketplace during the contract period, Proposer shall give UCHC the first "right of refusal" to accept these product(s). UCHC will evaluate the product(s) based on the criteria needed for the product(s) to perform and to validate that it will meet the desired clinical outcome(s) before agreeing to use it.
- 3) Proposers must offer UCHC the ability to negotiate a competitive discount structure for new technology. All new technologies must be FDA and UCHC approved prior to use. It is the Proposers' responsibility to disclose FDA approval status.

- 4) New technology or non-formulary products must be approved by the University of Connecticut Health Center Value Analysis Committee prior to use. Pricing must also be agreed to prior to introduction at the UCHC. Any new technology or non-formulary items introduced without prior approval will not be reimbursed by UCHC.
- 5) Information that must be provided to be considered for evaluation must include:
 - (a) Copy of the original 510(K), PMA or NDC approved letter, summary and statement
 - (b) Copy of the product patent
 - (c) Peer reviewed research
 - (d) Detailed explanation of the innovative features
 - (e) Reference list of current users of the technology
- 6) When evaluating new medical technology proposals, we will consider factors such as whether the product is used to diagnose or treat patients, member interest in and demand for the technology, and advantages and disadvantages when compared with similar devices or implants. When appropriate, members with expertise specific to the proposed new technology and third party sources will provide input into the assessment.
- 7) New products or non-formulary products must be approved by the University of Connecticut Health Center Value Analysis Committee prior to use. Pricing must also be agreed to prior to introduction at the UCHC. Any new technology or non-formulary items introduced without prior approval will not be reimbursed by UCHC.
- 8) Product Development- UCHC is striving to work with Proposers that have an interest in product evaluation and development. Describe your company's commitment to new product technology.
- 9) As new manufacturing processes are developed to reduce costs, please describe how your company will share or pass along any cost reductions.
- 10) Describe in detail your company's ability regarding conversion to revisions. Please provide descriptions as to how your company will meet these requirements. In addition to these requirements, please comment on how your company will track conformance to these requirements.
- 11) Describe your company's commitment to patient safety.
- 12) Please describe your company's interest in research and development initiatives with UCHC.

Section VII: Timetable and Response Guidelines

A. Timetable

	Solicitation of Proposal Schedule	<u>Date</u>
A.	Release of Solicitation of Proposal	February 3, 2009
B.	Pre-Proposal Conference	February 9, 2009 4:30 to 6:30 PM MARB 4 th floor conference room
C.	Submission of Proposer Proposals (Solicitation of Proposal Due Date)	March 2, 2009 3:30 PM
D.	Proposer meetings	March 9, 2009 through March 13, 2009
C.	Anticipated Notification of Award	March 23, 2009
E.	Contract Negotiations Start	March 23, 2009
F.	Anticipated Implementation Date	April 30, 2009

B. Response Guidelines

- 1) Proposers shall include responses to all requested information in their solicitation response in sufficient detail for UCHC to determine that all solicitation requirements have been met, responding to each requirement of the Solicitation of Proposal by noting acceptance of each item or taking exception with complete explanation directly beneath each item as outlined in the solicitation document. An electronic copy of the solicitation document can be provided upon request for ease of response.
- 2) The submission of proposals shall constitute, without any further act required of the Proposers or UCHC, acceptance of the requirements, administrative stipulations and all of the terms and conditions of the Solicitation. Proposals must reflect compliance with such requirements. Failure of the proposal to so comply may result in UCHC rejection of the proposal. UCHC will reject any proposal that deviates materially from the specifications, terms and conditions of this solicitation.
- 3) The proposal must be signed by an authorized official and shall be a binding commitment which UCHC may incorporate in whole or in part, by reference or otherwise into the Contract. The proposal must also include evidence that the person submitting the proposal has the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute, deliver and perform the Contract on behalf of the organization.
- 4) Proposers should not include a copy of this solicitation as part of their response. UCHC does not want a rewrite of the solicitation requirements, since such a proposal would show a lack of understanding of the project and an inability to implement the project
- 5) All required Solicitation of Proposal documents, including Gift Affidavits and all Exhibits must be returned with submittal.
- 6) UCHC reserves the right to cancel, amend, modify or otherwise change this Solicitation at any time if it deems it to be in the best interest of UCHC to do so.

C. Required Proposer Information

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

D. Number of Responses

Proposer must submit one original and three copies of their response, plus one copy of the entire response on CD. All component/implant pricing is to include format in EXCEL. Proposers not submitting responses as required may be excluded from the Solicitation process. .

Responses which do not substantially conform to the contents of the Solicitation of Proposal request and consequently alter the basis for response comparison may be disregarded and considered as unresponsive.

E. Response Preparation

Responses should be prepared simply and economically without emphasis on the presentation of the response. Expensive bindings, color photographs, and excessive promotional materials, such as videos, are neither desired nor needed. Suppliers may submit brochures if requested, but should not include materials not requested. UCHC prefers to receive responses in appropriately sized three-ring binders with index tabs to separate sections.

F. Response Delivery Instructions:

Proposals must be sealed and not delivered in open packages or binders. UCHC will not accept any faxed or e-mailed responses. E-mail responses are unacceptable and will be rejected as nonconforming.

Hand delivered responses should be brought to:

UConn Health Center
Purchasing Department, MC 4036
16 Munson Road, 2nd Floor
Farmington, CT 06032
Attention: Solicitation for Proposal 5-2222

If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package designated in delivery location instructions below. Packages delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered:

Send Proposals to:

UConn Health Center
Purchasing Department MC4036
263 Farmington Avenue
Farmington, CT 06032-4036
Attention: **Solicitation for Proposal 5-2222**

G. Affidavits

UCHC is required by state law to comply with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. Complete the following forms in the Affidavit Requirements for State Contracts section. These forms will also be required at the time of contract execution. Additional information regarding these forms may be obtained on the State of Connecticut, Office of Policy and Management website: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

1. **Form 1: Gift and Campaign Contribution Certification**
2. **Form 5: Consulting Agreement Affidavits**
3. **Form 6: Affirmation of Receipt of State Ethics Laws Summary (for contracts \$500K or more)**
4. **SEEC Form: Form 11 (disclosed for informational purposes)**
5. **AG Non-discrimination Certification (Completed document will be required at the time of contract execution. Failure to sign will result in termination of any contract negotiation)**
6. **Corporate Resolution or Consent to Action (LLC) authorizing company representative's authority to sign the Solicitation of Interest.**

H. Questions regarding Solicitation of Proposal

Under no circumstances may any Proposer or its representative contact any employee or representative of the University of Connecticut Health Center regarding the Solicitation of Proposal prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in bidder being considered non-compliant and ineligible for award.

Submit questions in writing by email only. No telephone questions will be accepted or considered. Suppliers should refer to the specific Solicitation of Proposal 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. UCHC will delete supplier names from the text of questions and answers being sent.

Deadline for submitting questions is 12:00 PM, EST on Thursday, February 16, 2009. Questions received after that time will not be considered.

All correspondence must be directed to:
Matthew Larson, Director of Purchasing
UConn Health Center
Purchasing Department, MC 4036
16 Munson Road, 2nd Floor
Farmington, CT 06032
Voice: 860-679-2408
Fax: 860-679-2508
E-mail: mlarson@uchc.edu

Subsequently, the University of Connecticut Health Center will provide the University of Connecticut Health Center's response to any request for clarification, together with a copy of the written request, contemporaneously to all known parties receiving this Solicitation of Proposal. Responses to all written requests will also be posted on the University of Connecticut Health Center Purchasing Department website: <http://purchasing.uchc.edu/>, as well as the DAS website at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

It is the Proposer's responsibility to check these sites for any issued addenda.

I. Requests for additional information

UCHC reserves the right to ask for further information from the Proposer 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.

J. Mandatory Pre-proposal meeting

A mandatory pre-proposal meeting will occur on February 9, 2009 located in the Medical Arts Research Building (MARB) Fourth floor conference room at 4:30 PM. The Purchasing Services Department will facilitate the meeting which will include a review of the Solicitation of Proposal process, the scope document, intent and contracting process with the Proposer community. Members of the evaluation committee consisting of Senior Health Center Administration, physicians, Materials Management, Finance and Purchasing Services will be in attendance. Any Proposer not represented in attendance at this meeting will not be eligible to respond and this process. At this meeting, vendors will be provided the opportunity to display their offerings and discuss their products with UCHC physicians.

K. Meetings with Proposers

At its discretion, the Orthopaedic Implants Ad Hoc Selection Committee may convene meetings with some Proposers to gain a better understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, and/or site visits. If the Orthopaedic Implants Ad Hoc Selection Committee decides meetings are warranted, a UCHC contact person will call or email Proposers to schedule the meetings.

Section VIII: Selection and Evaluation:

A. Selection Process

The Solicitation of Proposal will have two (2) phases. The initial phase will consist of a proposal review, which will include a detail financial analysis of the proposed cost structure. If deemed appropriate, the Proposer will be invited to participate in the second phase, a face-to-face meeting with the committee. The Solicitation of Proposal will migrate into the contracting phase upon successful negotiation.

B. Evaluation Criteria

Only proposals found to be responsive to this solicitation will be evaluated and scored. Criteria are presented as a guide for Proposers in understanding all requirements and expectations for this solicitation. The award decision will be a result of careful Proposer proposal consideration and application of the evaluation criteria listed below. The award decision shall be both a clinical and business decision which best serves the interests of UCHC. The Orthopaedic Implants Ad Hoc Selection Committee has the ultimate authority to recommend award on any contract resulting from this Solicitation of Proposal.

The following criteria will be used in the evaluation process and all award(s) will be evaluated based on the following criteria:

- 1) Clinical acceptability of product line(s) as determined by the Orthopaedic Implants Ad Hoc Selection Committee
- 2) Depth and quality of service orientation, professional staff and management, market position and utilization.
- 3) Commitment to education and new product technology.
- 4) Completeness and compliance of response.
- 5) Pricing or product/services and related costs, including freight cost (if any) and any prompt payment discounts or other discounts; total delivered cost.

Section VIII: Contracting Process

Once selected, Proposer will then enter in negotiations with UCHC Purchasing Services Department to finalize a contract.

UCHC Purchasing Services Department retains responsibility for the issuance of this Solicitation of Proposal and all contract negotiations related to this Solicitation under Connecticut General Statutes 10a-151b. The Director of Purchasing shall have signing authority for this contract and any related contract documents.

This solicitation is not a contract and, alone, shall not be interpreted as such. Rather, this solicitation only serves as the instrument through which proposals are solicited. Once the evaluation of proposals is complete and a contractor selected, the selected proposal and this solicitation may then serve as the basis for the Contract that will be negotiated and executed between UCHC and the selected contractor. If UCHC Purchasing Services Department and the initial selected contractor fail to reach agreement on all issues relative to the Contract within a time determined solely by UCHC, then the Purchasing Services Department may commence contract negotiations with other Proposers. UCHC reserves the right to decide at any time to start this solicitation process again.

The University of Connecticut Health Center Standard Contract will be used to let any contract that results from this procurement action. The bidder fully acknowledges and agrees with all of the terms and conditions contained in this Solicitation of Proposal and the University of Connecticut Health Center Standard Contract. The bidder's signature on the Proposal Form shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the Solicitation for Proposal and the University of Connecticut Standard Contract.

A sample copy of the University of Connecticut Health Center Standard Contract will be included for Proposer review. The sample is not to be completed or returned with the response. An executed contract copy will be provided to Proposer(s) after award and negotiation of any agreement have been finalized.

Section XI: Contract Compliance and Quality Assurance

UCHC Purchasing Services Department is responsible for ensuring that the Contractor adheres to the overall contractual requirements as outlined within this solicitation. Purchasing Services shall be the liaison between the Contractor and all other departments within the UCHC and the primary point of contact for all vendor relationships.

UCHC Materials Management will be responsible for ensuring contractors follow guidelines for new products and technology, sales representative staffing policies, account servicing and adherence to the pricing structures offered in the response.

UCHC's goal is to strive for free and open two-way sharing of information with our Proposers at all levels of their organization. Therefore, UCHC will require frequent business review of this contract to manage Proposer performance against the requirements of this solicitation and resulting contract. Awarded contractor shall be evaluated on a quarterly basis via business reviews that shall be scheduled between the Contractor, UCHC Purchasing Services and Materials Management Departments. Pricing, product developments and account servicing and any open issues will be discussed at the Business Review. If contractor's performance is determined to be less than ideally satisfactory, the contractor shall implement performance improvement actions to correct identified deficiencies within a timeframe acceptable to UCHC.

The Proposer shall agree to report to UCHC Purchasing Services and Materials Management Value Analysis Departments on a measurement tool representing monthly usage. The measurement tool will serve as a compliance and cost saving tracking device. This measurement will continue through the entire length of the contract.

Should a concern arise from either UCHC or the Proposer with the quality of the product, or quality of service, a notice will be given regarding the particular service or item in question. Our expectation is that we will work together to address/resolve the situation within 30 days of notification. Should UCHC experience chronic non-conformance for a requested service, the situation will be reviewed by UCHC Materials Management in coordination with the respective department. Should the issue require escalation, the issue shall be referred to the UCHC Purchasing Department to assess the legitimacy of the complaint and discuss resolution.

	IMPLANT CATEGORY & DESCRIPTION	IMPLANT CONSTRUCTS			ANCILLARY ITEMS	
		PROPOSED CAPPED PRICE	MATERIAL TYPE	HCPCS CODES	ADDITIONAL PROCEDURE ITEMS (Ex. REAMER BLADES, CEMENTS ETC.)	PROPOSED CAPPED PRICE
I. HIPS						
A. PARTIAL HIPS						
1. BIPOLAR - INGROWTH FRACTURE STEM						
	TOTAL	\$ -				\$ -
2. UNIPOLAR SYSTEM - INGROWTH FRACTURE STEM						
	TOTAL	\$ -				\$ -
3. BIPOLAR - CEMENTED FRACTURE SYSTEM						
	TOTAL	\$ -				\$ -
4. UNIPOLAR SYSTEM - CEMENTED FRACTURE SYSTEM						
	TOTAL	\$ -				\$ -
5. ONE PIECE AUSTIN MOORE						
	TOTAL	\$ -				\$ -
B. PRIMARY TOTAL HIPS						
1. BEARING SURFACES						
	a. HIGHLY CROSS-LINKED POLYETHYLENE LINER					
	i. Standard					
	ii. Protrusco type					
	iii. Offset liners					
	b. METAL INSERT FOR A STANDARD ACETABULAR COMPONENT					
	c. CERAMIC BEARING SURFACE					
	TOTAL	\$ -				\$ -
2. PRIMARY ACETABULAR COMPONENT						
	a. ACETABULAR SHELL - (for ceramic, metal on metal, polyethylene)					
	b. ACETABULAR SHELL - (Metal head >40mm diameter)					
	c. ACETABULAR SHELL - (for a Resurfacing Femoral Component)					
	TOTAL	\$ -				\$ -

	IMPLANT CATEGORY & DESCRIPTION	PROPOSED CAPPED PRICE	MATERIAL TYPE	HCPCS CODES	ADDITIONAL PROCEDURE ITEMS (Ex. REAMER BLADES, CEMENTS ETC.)	PROPOSED CAPPED PRICE
3. SCREWS						
	TOTAL	\$ -				\$ -
C. PRIMARY FEMORAL COMPONENTS						
1. PROXIMAL INGROWTH STEMS (Hi and Standard Offset)						
	TOTAL	\$ -				\$ -
2. EXTENSIVELY POROUS COATED INGROWTH STEM (Hi and Standard Offset)						
	TOTAL	\$ -				\$ -
3. MODULAR FEMORAL STEM						
	TOTAL	\$ -				\$ -
4. CEMENTED FEMORAL COMPONENT (Hi and Standard Offset)						
	TOTAL	\$ -				\$ -
5. RESURFACING FEMORAL COMPONENT						
	TOTAL	\$ -				\$ -
D. FEMORAL HEADS						
1. METAL HEADS (CoCr)						
	a. 22-40 mm					
	b. 44-					
	TOTAL	\$ -				\$ -
2. CERAMIC HEADS						
	TOTAL	\$ -				\$ -

	IMPLANT CATEGORY & DESCRIPTION	PROPOSED CAPPED PRICE	MATERIAL TYPE	HCPCS CODES	ADDITIONAL PROCEDURE ITEMS (Ex. REAMER BLADES, CEMENTS ETC.)	PROPOSED CAPPED PRICE
II. KNEES						
A. PRIMARY TOTAL KNEES						
1. HYBRID FIXED BEARING						
	TOTAL	\$ -				\$ -
2. CEMENTED FIXED BEARING						
	TOTAL	\$ -				\$ -
3. CEMENTED MOBILE BEARING (if offered)						
	TOTAL	\$ -				\$ -
4. CEMENTED HI-FLEX KNEE DESIGN (if offered)						
	TOTAL	\$ -				\$ -
5. CEMENTLESS FEMUR						
	TOTAL	\$ -				\$ -
6. CEMENTLESS TIBIA						
	TOTAL	\$ -				\$ -
B. PARTIAL KNEES						
1. UNICONDYLAR KNEE REPLACEMENT						
	TOTAL	\$ -				\$ -
2. CEMENTED MOBILE BEARING						
	TOTAL	\$ -				\$ -

	IMPLANT CATEGORY & DESCRIPTION	PROPOSED CAPPED PRICE	MATERIAL TYPE	HCPCS CODES	ADDITIONAL PROCEDURE ITEMS (Ex. REAMER BLADES, CEMENTS ETC.)	PROPOSED CAPPED PRICE
3. CEMENTED HI-FLEX KNEE DESIGN						
	TOTAL	\$ -				\$ -
C. POLYETHYLENE						
1. STANDARD POLYETHYLENE						
	TOTAL	\$ -				\$ -
2. ALL POLYETHYLENE						
	TOTAL	\$ -				\$ -
3. ROTATING PLATFORM POLYETHYLENE						
	TOTAL	\$ -				\$ -
4. CONSTRAINED POLYETHYLENE						
	TOTAL	\$ -				\$ -

DESCRIPTION	PRICING
I. HIPS	
A. STANDARD ACETABULAR COMPONENT (size 54)	\$ -
CROSS-LINKED (standard size 54)	\$ -
METAL HEAD +5	\$ -
POXIMATELY COATED FEMORAL STEM	\$ -
SCREW (1)	\$ -
TOTAL PRICING	\$ -
II. KNEES	
A. STANDARD FIXED BEARING POST-STABILIZED KNEE FEMUR	\$ -
STANDARD FIXED POST-STABILIZED KNEE TIBIA	\$ -
POLYETHYLENE TIBIAL COMPONENT	\$ -
POLYETHYLENE PATELLA	\$ -
TOTAL PRICING	\$ -
B. STANDARD FIXED BEARING CRUCIATE RETAINING FEMUR	\$ -
STANDARD FIXED BEARING CRUCIATE RETAINING TIBIA	\$ -
POLYETHYLENE TIBIAL COMPONENT	\$ -
POLYETHYLENE PATELLA	\$ -
TOTAL PRICING	\$ -
C. STANDARD ROTATIONAL PLATFORM FEMUR	\$ -
ROTATIONAL PLATFORM TIBIA	\$ -
ROTATIONAL PLATFORM POLYETHYLENE	\$ -
ROTATIONAL PLATFORM PATELLA	\$ -
TOTAL PRICING	\$ -

I
HIPS

- A PARTIAL HIPS
- 1 BIPOLAR - INGROWTH FRACTURE STEM
 - 2 UNIPOLAR SYSTEM - INGROWTH FRACTURE STEM
 - 3 BIPOLAR - CEMENTED FRACTURE SYSTEM
 - 4 UNIPOLAR SYSTEM - CEMENTED FRACTURE SYSTEM
 - 5 ONE PIECE AUSTIN MOORE

- B PRIMARY TOTAL HIPS
- 1 BEARING SURFACES
 - a HIGHLY CROSS-LINKED POLYETHYLENE LINER
 - i Standard
 - ii Protrusco type
 - iii Offset liners
 - b METAL INSERT FOR A STANDARD ACETABULAR COMPONENT
 - c CERAMIC BEARING SURFACE
 - 2 PRIMARY ACETABULAR COMPONENT
 - a ACETABULAR SHELL - (for ceramic, metal on metal, polyethylene)
 - b ACETABULAR SHELL - (Metal head >40mm diameter)
 - c ACETABULAR SHELL - (for a Resurfacing Femoral Component)
 - 3 SCREWS

- C PRIMARY FEMORAL COMPONENTS
- 1 PROXIMAL INGROWTH STEMS (Hi and Standard Offset)
 - 2 EXTENSIVELY POROUS COATED INGROWTH STEM (Hi and Standard Offset)
 - 3 MODULAR FEMORAL STEM
 - 4 CEMENTED FEMORAL COMPONENT (Hi and Standard Offset)
 - 5 RESURFACING FEMORAL COMPONENT

- D FEMORAL HEADS
- 1 METAL HEADS (CoCr)
 - a 22-40 mm
 - b 44 -
 - 2 CERAMIC HEADS

II
KNEES

- A PRIMARY TOTAL KNEES
- 1 HYBRID FIXED BEARING

- 2 CEMENTED FIXED BEARING
- 3 CEMENTED MOBILE BEARING (if offered)
- 4 CEMENTED HI-FLEX KNEE DESIGN (if offered)
- 5 CEMENTLESS FEMUR
- 6 CEMENTLESS TIBIA

B PARTIAL KNEES

- 1 UNICONDYLAR KNEE REPLACEMENT
- 3 CEMENTED MOBILE BEARING
- 4 CEMENTED HI-FLEX KNEE DESIGN

C POLYETHYLENE

- 1 STANDARD POLYETHYLENE
- 2 ALL POLYETHYLENE
- 3 ROTATING PLATFORM POLYETHYLENE
- 4 CONSTRAINED POLYETHYLENE

SOLICITATION OF
PROPOSAL
UCHC-5

STATE OF CONNECTICUT

THIS FORM AND
REQUIRED PROPOSAL
SCHEDULE FORMS
MUST BE RETURNED

Matthew Larson

Purchasing Services Officer

860-679-2408

Telephone Number

UNIVERSITY OF CONNECTICUT HEALTH CENTER PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
Farmington, CT 06032

Read & Complete
Carefully

SOP NO: 5-2222

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)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					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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REQUEST FOR PROPOSAL

SOP Number:
5-2222

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

Matthew Larson
Purchasing Agent

860-679-2408
Telephone Number

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

**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 1)

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 copies of this certification, if necessary, to provide full disclosure about any gifts made to any public official or employee of the awarding State agency. Sign and date form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the awarding State agency at the time of contract execution.

CHECK ONE:

- Initial gift and campaign contribution certification.
- Annual update of initial gift and campaign contribution certification. (Multi-year contracts only.)

CERTIFICATION: [Number of Certifications Sworn and Subscribed On This Day: _____]

I, the undersigned, am the official authorized to execute the attached contract on behalf of the contractor (named below). I hereby certify that no **gifts** were made, as described in Connecticut General Statutes § 4-252(c)(1), between the date (indicated below) that the awarding State agency began planning the project, services, procurement, lease or licensing arrangement covered by this contract and the execution date of this contract, **except for the gift(s) listed below:**

<u>Date of Gift</u>	<u>Name of Gift Giver</u>	<u>Name of Recipient</u>	<u>Value</u>	<u>Gift Description</u>

I further certify that neither I, nor any principals or key personnel of the contractor (named below), nor any agents of such contractor, know of any action by such contractor to circumvent the prohibition on **gifts** by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee of the awarding State agency.

I further certify that neither I, nor any principals or key personnel of the contractor (named below), nor any agents of such contractor, made a contribution to, or solicited a contribution on behalf of, any **campaigns** of candidates for statewide public office or the General Assembly.

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	_____ Date
_____ Federal Employer ID Number (FEIN) or Social Security Number (SSN)	_____ Printed Name of Authorized Official	
_____ UConn Health Center Awarding State Agency	_____ Start Date of Agency Planning	_____ Contract Execution Date

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:

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and 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.

Form with fields for Printed Name of Bidder or Vendor, Signature of Chief Official or Individual, Date, Federal Employer ID No. (FEIN) or Social Security Number (SSN), Printed Name (of above), and 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

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

UConn Health Center
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
_____ and further certify that such resolution has not been modified,
(name of state or commonwealth)
rescinded, or revoked, and is at present in full force and effect.

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

WHEREOF, I, the undersigned 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

University of Connecticut Health Center
Contract No. 5-2222

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

WHEREAS, UCHC issued a Request for Proposal No.: 5-2222 for Orthopedic Implants; and

WHEREAS, the Contractor submitted a response thereto; and

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

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

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

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

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

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

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

3) CONTRACT TERM.

Start Date:

End Date:

Renewal Option(s):

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

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

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

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

5) PURCHASE ORDERS.

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

Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

6) DELIVERY.

- a) Delivery shall be made as ordered and in accordance with this contract. Unless otherwise specified in this contract, delivery shall be to UCHC West Receiving Dock. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the dock or receiving platform. The receiving personnel are not required to assist in this process. The burden of proof of proper receipt of the order shall rest with the Contractor.
- b) In order for the time of delivery to be extended, the Contractor must request an extension in writing from the time specified in this contract, such extension applying only to the particular item or shipment from an authorized representative of the UCHC Purchasing Department.
- c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of UCHC unless otherwise stated in this contract.
- d) All risk of loss and damage to the Goods transfers to UCHC upon delivery (F.O.B. destination designation) to the UCHC West Receiving Dock or other location as designated by UCHC.

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

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

9) REJECTED ITEMS: ABANDONMENT.

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

- a) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in UCHC and the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- b) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- c) they vest authority, without any further act required on their part or UCHC's part, to use or dispose of the Rejected Goods and Contractor Property, in UCHC's sole discretion, as if the Rejected Goods and Contractor Property were UCHC's own property and in accordance with law, without incurring any liability or obligation to this contract, the Contractor or any other party;

- d) if UCHC incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, UCHC shall invoice the Contractor for all such cost and expenses and Contractor shall reimburse UCHC no later than thirty (30) days after the date of invoice; and they do remise, release and forever discharge UCHC and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against UCHC and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

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

11) CONTRACTOR GUARANTIES. Contractor shall:

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

12) CONTRACTOR CHANGES.

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

release Contractor from the obligation to perform under this contract; the surviving Contractor Parties, as appropriate, must continue to perform under this contract until performance is fully completed.

13) LABOR AND PERSONNEL.

- a) At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this contract. Contractor agrees not to subcontract any of the services to be provided under this contract without the prior written permission of UCHC. Contractor shall advise UCHC promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to the Contractor involving Contractor's employees or subcontractor which may reasonably be expected to affect Contractor's performance of services under this contract. UCHC may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to UCHC to provide the services otherwise to be performed by Contractor hereunder. The Contractor will assume full financial responsibility for any economic harm caused to UCHC by such subcontract arrangement.
- b) Contractor shall, if requested to do so by UCHC, reassign from this contract any employee or authorized representative whom UCHC, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, UCHC shall give ten (10) days notice to Contractor of UCHC's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy UCHC that the employee should not be reassigned; however, UCHC's decision in its sole discretion after such five (5) day period shall be final. Should UCHC still desire reassignment, then no longer than five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from this contract.
- c) The foregoing notwithstanding, UCHC reserves the right to require the immediate removal of any such employee which UCHC reasonably believes, in its sole discretion, represents an immediate risk to the health safety, and/or reputation of UCHC and its community.

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

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

16) TERMINATION

- a) Notwithstanding any other provisions in this contract, UCHC, through a duly authorized representative, may terminate this contract whenever UCHC, in its sole discretion, makes a determination that such termination is in the best interests of UCHC and the State of Connecticut.
- b) UCHC shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its obligations under this contract prior to such date. UCHC shall send the Notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to UCHC for purposes of correspondence, or by hand delivery. Upon receiving such notice from UCHC, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to UCHC all records relating to the Contractor's discharge of responsibilities under this contract. Said records are deemed to be the property of UCHC and the Contractor shall

deliver them to UCHC no later than thirty (30) days after the termination or expiration of this contract or fifteen (15) days after the Contractor receives a written request from UCHC for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCEE or .TXT.

- c) Upon receipt of a written Notice of Termination from UCHC, the Contractor shall cease operations as directed by UCHC in the Notice, and take all actions that are necessary or appropriate, or that UCHC may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which UCHC directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- d) In the case of any termination, UCHC shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for work properly performed and accepted by UCHC in accordance with Section 2, Contractor's Responsibilities, in addition to all actual and reasonable costs incurred after termination in completing those portions of this contract work which the Contractor was required to complete by the Notice. However, the Contractor is not entitled to receive and UCHC is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by UCHC, the Contractor shall assign to UCHC, or any replacement Contractor which UCHC designates, all subcontracts, purchase orders and other commitments, deliver to UCHC all records and other information pertaining to its performance under this contract, and remove from UCHC premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance of contract obligations as UCHC may request.
- e) Upon termination or expiration of this contract, all rights and obligations shall be null and void, so that neither party shall have any further rights or obligations to the other party, except with respect to the sections which survive the termination, or expiration of this contract. All representations, warranties, agreements and rights of the parties under this contract shall survive such termination or expiration to the extent not otherwise limited in this contract and without each one of them having to be specifically mentioned herein.
- f) Termination of this contract pursuant to this section shall not be deemed to be a breach of contract by UCHC.

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

18) WAIVER.

- a) No waiver of any breach of this contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this contract or at law or in equity.
- b) A party's failure to insist on strict performance of any provision of this contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

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

20) INTELLECTUAL PROPERTY. UCHC's Data Ownership Policy is incorporated herein by reference and may be viewed in its entirety in UCHC POLICY NUMBER 2003-42. All intellectual property, including but not limited to, patentable inventions, patentable plants, novel plant varieties, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this contract shall be the property of UCHC. Copyright in and to any copyrightable work, including but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in UCHC. Works of authorship and contributions to works of authorship created by the Contractor's performance of the project are hereby agreed to be "works made for hire" as outlined in the U.S. Copyright Office's Copyright Law of the United States of America, Title 17, Circular 92, Chapter 1. However, if UCHC is not able to obtain copyright ownership under the statutory provisions for "works made for hire", then Contractor hereby assigns to UCHC all right, title and interest in such works and contributions. Contractor further agrees to provide UCHC with any and all reasonable assistance which UCHC may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions of works, including the execution of any documents submitted by UCHC: The performance of labor or work, as specified in the Request for Proposals and set forth in Section 2, Contractor's Responsibilities.

21) TANGIBLE PERSONAL PROPERTY.

- a) The Contractor on its behalf and on behalf of its affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. § 12-411b, as follows:
 - i) For the term of this contract, the Contractor and its affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its affiliates in the same manner as if the Contractor and such affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - ii) A customer's payment of a use tax to the Contractor or its affiliates relieves the customer of liability for the use tax;
 - iii) The Contractor and its affiliates shall remit all use taxes they collect from customers on or before the due date specified in this contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - iv) The Contractor and its affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - v) Any Contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the general statutes.
- b) For purposes of this section of this contract, the word "affiliate" means any person, as defined in section 12-1 of the general statutes that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten (10) per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c) The Contractor represents and warrants that each of its affiliates has vested in the Contractor plenary authority to so bind the affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

22) LAWS AND REGULATIONS.

- a) Governing Law. This contract, any and all disputes arising out of or in connection therewith shall in all respects be governed by the laws of the State of Connecticut.
- b) Interpretation. This contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in this contract to those statutes and regulations.
- c) Time Is of the Essence. Time is of the essence with respect to all provisions of this contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this contract.
- d) Indemnification/Hold Harmless.
 - i) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.
 - ii) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
 - iii) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - iv) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the UCHC prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the UCHC.
 - v) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
 - vi) This section shall survive the termination, cancellation or expiration of the contract, and shall not be limited by reason of any insurance coverage.
- e) Sovereign Immunity. The parties acknowledge and agree that nothing in the solicitation or this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers or employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
- f) Claims Commissioner. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

- g) Summary of State Ethics Laws. Pursuant to the requirements of Conn. Gen. Stat. § 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to Conn. Gen. Stat. § 1-81b is incorporated by reference into and made a part of this contract as if the summary had been fully set forth in this contract.
- h) Contracting Affidavits and Certification Forms. Where applicable, the Contractor agrees to execute and submit the affidavits and certifications required by State and Federal law.
- i) Executive Orders. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the contract as if they had been fully set forth in it. At the Contractor's request, UCHC shall provide a copy of these Orders to the Contractor. This contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- j) Campaign Contribution Restrictions. On February 8, 2007, Governor Rell signed into law Public Act 07-1 (Conn. Gen. Stat. § 9-612), An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice below:

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

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.

- k) Non-discrimination. Conn. Gen. Stat. § 4a-60 (2008 Supplement). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.
- a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) the contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If this contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into this contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, “contract” includes any extension or modification of this contract, and “contractor” includes any successors or assigns of the contractor.
- b) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- c) Determination of the contractor’s good faith efforts shall include but shall not be limited to the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other

reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

Conn. Gen. Stat. § 4a-60a (2008 Supplement) Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) the contractor agrees and warrants that in the performance of this contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56. Prior to entering into this contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of this contract, and "contractor" includes any successors or assigns of the contractor.
- b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- l) Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of this contract. UCHC may cancel this contract if the Contractor fails to comply with the Act.

- m) Whistleblowing. This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of this contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty (20) per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The state may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- n) Federal False Claim Act.
- i) The Federal False Claims Act ("FCA") imposes civil penalties on people and companies who knowingly submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government, in order to receive payment. The term "knowingly" is defined as a person, with respect to information, that has actual knowledge that a claim is false, knowingly ignores facts which may reveal false information or disregards the need to check the truth or accuracy of the information. The FCA extends to any payment requested of the federal government. More specifically, the FCA applies to billing and claims sent from UCHC to any government payor program, including Medicare and Medicaid. The FCA also includes provisions intended to protect individuals who report suspected fraud.
 - ii) Anyone, or any company that submits a false claim or statement to the government may be fined under the FCA between \$5,500 and \$11,000 for each such claim submitted, regardless of the size of the false claim, and the person or company could be required to pay an additional fine of three times the value of any charges. (Refer to the following documents for further information: Section 6032 of the Deficit Reduction Act of 2005; 31 U.S.C. §§ 3729-3733 and 3801-3812; Connecticut General Statutes §§ 31-51m, 53a-290 *et seq.*, and 17b-127.)
- o) Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
- p) Health Insurance Portability and Accountability Act of 1996.
- i) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (hereafter "HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - ii) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - iii) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - iv) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
 - v) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

- vi) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- vii) Definitions.
 - (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.
 - (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.
- viii) 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.
- ix) 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.
 - (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).
- x) 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.
- xi) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- xii) Term and Termination.
- (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 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 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 PHI.
 - (b) In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that Business Associate maintains or preserves PHI or copies thereof.
- xiii) Miscellaneous Provisions.
- (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. Business Associate shall indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other

expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

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

- a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of this contract and have the power and authority to execute, deliver and perform their obligations under this contract;
- b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to UCHC under and pursuant to this contract, including, but not limited to (A) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (B) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
- c) the execution, delivery and performance of this contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (A) any provision of law; (B) any order of any court of the State; or (C) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d) they or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance with UCHC Policy No. 2001-3 and applicable federal and state laws; they shall disclose to UCHC immediately in writing of any debarment, suspension, proposal for debarment, voluntary exclusion or other events that makes them an "ineligible person" at any time during the course of this contract. An "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- e) as applicable, they have not, within the three years preceding this contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under this contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;
- g) they have not within the three years preceding this contract had one or more contracts with any governmental entity cancelled;
- h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract or any assignments made in accordance with the terms of this contract;
- i) to the best of their knowledge, there are no claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this contract;
- j) they shall disclose, to the best of their knowledge, to UCHC in writing any claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this contract, no later

than ten (10) days after becoming aware or after they should have become aware of any such claims. For purposes of Contractor's obligation to disclose any claims to UCHC, the ten (10) days in the section of this contract concerning Disclosure of Contractor Parties Litigation (Section 22(p)) shall run consecutively with the ten (10) days provided for in this representation and warranty;

- k) their participation in the Request for Proposals process was not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;
- l) the Proposal for which the contract was awarded was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this contract, Section 21) of the Proposer, submitting a Proposal for the same goods or services, and is in all respects fair and without collusion or fraud;
- m) they are able to perform under this contract using their own resources or the resources of a party who was not a Proposer;
- n) Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- q) they owe no unemployment compensation contributions;
- r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- s) each Contractor Party has vested in Contractor plenary authority to bind Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms and conditions of this contract and that all appropriate parties shall also provide to UCHC, no later than fifteen (15) days after receiving a request from UCHC, such information as UCHC may require to evidence, in UCHC's sole determination, compliance with this section;
- t) except to the extent modified or abrogated in this contract, all Title shall pass to UCHC upon complete installation, testing and acceptance of the goods or services and payment by UCHC;
- u) if either party terminates or cancels this contract, for any reason, they shall relinquish to UCHC all title to the goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by UCHC;
- v) with regard to third party products provided with the goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- w) they shall not copyright, register, distribute or claim any rights in or to the goods after the effective date of this contract without UCHC's prior written consent;
- x) they either own or have the authority to use all title of and to the goods, and that such title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- y) the goods do not infringe on or misappropriate any patent, trade secret or other intellectual property right of a third party;
- z) UCHC's use of any goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- aa) if they procure any goods, they shall sub-license such goods and that UCHC shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the goods; and
- bb) they shall assign or otherwise transfer to UCHC, or afford UCHC the full benefits of any manufacturer's warranty for the goods, to the extent that such warranties are assignable or otherwise transferable to UCHC.

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

25) REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES.

- a) If in the course of performance or in any other way related to this contract Contractor at any time uses or operates “motor vehicles,” as that term is defined by Conn. Gen. Stat. § 14-1(a)(50) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), Contractor represents and warrants for itself and Contractor Parties that:
 - i) it is the owner of record or lessee of record of each such motor vehicle used in the performance of this contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - ii) each such motor vehicle shall be fully insured in accordance with the provisions of Conn. Gen. Stat. §§ 14-12b, 14-112 and 38a-371, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - iii) each Contractor Party who uses or operates a motor vehicle at any time in the performance of this contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Conn. Gen. Stat. § 14-36a, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - iv) each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

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

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

28) NONDISCLOSURE/ADVERTISING.

- a) Contractor shall not release any information concerning the services provided pursuant to this contract or any part thereof to any member of the public press, business entity or any official body unless prior written consent is obtained from UCHC.
- b) Contractor shall not refer to sales to UCHC for advertising or promotional purposes, including, but not limited to posting any material or data on the Internet, without UCHC's prior written approval.

29) CONFIDENTIALITY. All data provided to Contractor by UCHC or developed internally by Contractor with regard to UCHC will be treated as proprietary to UCHC unless UCHC agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by UCHC or others, which may come into Contractor's possession during the term of this agreement, except where disclosure of such information by Contractor is required by governmental authority to ensure compliance with laws, rules or regulations, and such disclosure will be limited to actually so required. Where such disclosure is required, Contractor will provide advance notice to UCHC of the need for the disclosure and will not disclose absent consent from UCHC.

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

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

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

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

33) SURVIVAL. The rights and obligations of the parties which by their nature survive termination or completion of this contract, including but not limited to those set forth herein in sections relating to Indemnity (Section 22(d)), Nondisclosure/Advertising (Section 28) and Confidentiality (Section 29), shall remain in full force and effect.

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

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

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

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

38) SEVERABILITY. If any term or provision of this contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this contract shall be valid and enforced to the fullest extent possible by law.

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

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

If to UCHC: Matthew Larson, Director
 University of Connecticut Health Center
 263 Farmington Avenue, MC4036
 Farmington, CT 06030

If to Contractor:

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

UNIVERSITY OF CONNECTICUT HEALTH CENTER:

Matthew Larson _____ (Signature) _____ (Date)
(Print Name)
Title: Director of Purchasing

CONTRACTOR:

(Contractor Name)

(Contractor's Authorized Representative (Print Name)) _____ (Contractor's Authorized Representative (Signature)) _____ (Date)
Title: _____

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

OFFICE OF THE ATTORNEY GENERAL:

Approved by: _____

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