

INVITATION TO BID

FCL-1 Rev. 5/07

**Margaret Gilbert**

Tel: 860-679-1988

[mgilbert@adp.uhc.edu](mailto:mgilbert@adp.uhc.edu)

Email address

**STATE OF CONNECTICUT**  
UNIVERSITY OF CONNECTICUT HEALTH CENTER  
FACILITY CONTRACTS & LEASES  
263 Farmington Avenue, MC4039  
Farmington, CT 06032  
860-679-1988



**Acknowledgment: Receipt of Bid Documents**  
**Fax to 860-284-5873**

Please return this acknowledgement as soon as possible, so your company can be added to the bidders' list for this project and be sure to receive any addenda or other information regarding the bid.

Bid Number	Bid Due Date	Due Date Time
FCL-03-00265	August 31, 2011	2:30 PM
Bid Title:	Rubbish Removal Services/Recycling Services	

Please check one of the following boxes:  Submitting proposal  NOT submitting proposal

**Print or type the following information:**

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

City or Town: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Received by: \_\_\_\_\_

email: \_\_\_\_\_

**State of Connecticut**  
**University of Connecticut Health Center**

<b>BID NUMBER:</b> <b>FCL-03-00265</b>
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**BIDDER'S CHECKLIST**

READ CAREFULLY

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

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

<b>SEALED BID NO:</b>	<u><b>FCL-03-00265</b></u>
<b>NOT TO BE OPENED UNTIL:</b>	<u><b>August 31, 2011 at 2:30 PM</b></u>
<b>MAIL PROPOSAL TO:</b>	
<b>MARGARET GILBERT</b>	
<b>UNIVERSITY OF CONNECTICUT HEALTH CENTER</b>	
<b>OFFICE OF FACILITY CONTRACTS &amp; LEASES</b>	
<b>MUNSON ROAD FACILITY 3<sup>rd</sup> FLOOR - ROOM P3042</b>	
<b>263 FARMINGTON AVENUE</b>	
<b>FARMINGTON CT 06032</b>	

- 12. Hand-delivered Proposals are to be presented at **University of Connecticut Health Center, Department of Facility Contracts & Leases, 3<sup>rd</sup> Floor, 16 Munson Road, Farmington, CT 06032.**
- 13. The Proposal is to be mailed or hand-delivered in-time to be received no later than the designated opening date and time. Late Proposals are not accepted under any circumstances. Please allow enough time if mailing in your Proposal.

**THIS FORM IS NOT TO BE RETURNED WITH YOUR PROPOSAL**

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

**STATE OF CONNECTICUT**  
 UNIVERSITY OF CONNECTICUT HEALTH CENTER  
 DEPARTMENT OF FACILITY CONTRACTS & LEASES

Bid Number:  <b>FCL-03-00265</b>
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 860-679-1988

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**Read & Complete**  
**Carefully**

[mgilbert@adp.uchc.edu](mailto:mgilbert@adp.uchc.edu)  
 Email Address

Page 1 of 2

<b>BID NO:</b>	<b>BID DUE DATE:</b>	<b>BID DUE TIME:</b>	<b>BID SURETY:</b>	<b>DATE ISSUED:</b>
<b>FCL-03-00265</b>	<b>August 31, 2011</b>	<b>2:30 PM</b>	<b>N/A</b>	<b>July 19, 2011</b>

**DESCRIPTION: Rubbish Removal/Recycling Services**

**FOR: UConn Health Center      TERM OF CONTRACT: January 1, 2012 to December 31, 2017**

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

<b>NOTE: Bidder means Individual/Sole Proprietor, Partnership or Corporation Name</b>
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**IMPORTANT: ALL pages of this form, Sections 1 through 2 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form may constitute grounds for rejection of your bid.**

**SECTION 1 - BIDDER INFORMATION**

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

**AFFIRMATION OF BIDDER**

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

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

Written signature of Person Authorized to sign on behalf of the above named Bidder: <b>SIGN HERE</b>	Date Executed
---	---------------

Type or Print Name of Authorized Person	Title of Authorized Person
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Is your business <b>currently</b> a DAS <i>Certified</i> Small Business Enterprise?	<input type="checkbox"/> Yes (Attach a copy of Certificate) <input type="checkbox"/> No
---	---

If you are a <i>State Employee</i> , indicate your position, agency, and agency address:
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# STATE OF CONNECTICUT

## UNIVERSITY OF CONNECTICUT HEALTH CENTER FACILITY CONTRACTS & LEASES

263 Farmington Avenue, MC 4039  
 Farmington, CT 06032

THIS FORM AND  
 REQUIRED PROPOSAL  
 SCHEDULE FORMS  
 MUST BE RETURNED

**Margaret Gilbert**

Email: [mgilbert@adp.uchc.edu](mailto:mgilbert@adp.uchc.edu)

**860-679-1988**

Telephone Number

**Read & Complete**  
**Carefully**

**BID NO: FCL-03-00265**

SECTION 1 - <i>BIDDER INFORMATION</i> (Continued)			
	Bidder's Address	Remittance Address ( <input type="checkbox"/> Same as Bidder Address)	
No. and Street			
City, State, Zip Code			
Contact Person		Web Address	
Telephone Number		Cell Number	
Fax Number			
<b>Business entity:</b> <input type="checkbox"/> LLC <input type="checkbox"/> non-profit <input type="checkbox"/> partnership: <input type="checkbox"/> individual/sole proprietorship <input type="checkbox"/> CORPORATION    TYPE OF CORPORATION:    State Organized in:			
<b>Note:</b> If Individual/Sole Proprietor, Individual's Name (As Owner) Must Appear in the Legal Business Name Block above.			
<b>Business type:</b> A. sales of commodities    b. medical services    c. attorney fees    d. rental of property (real estate & equipment) E. other (describe in detail)			
Under this TIN, what is the primary type of business you provide the state? (enter letter from above)			
Under this TIN, what other types of business might you provide the state? (enter letter from above)			
IS YOUR COMPANY REGISTERED WITH THE STATE OF CONNECTICUT SECRETARY OF THE STATE'S OFFICE TO DO BUSINESS IN THE STATE OF CT? <input type="checkbox"/> YES <input type="checkbox"/> NO			

<b>For Purchase Order Distribution:</b> 1) Check only one box below 2) Input e-mail address or Fax # (if checked)		
<input type="checkbox"/> E-mail	<input type="checkbox"/> Fax	<input type="checkbox"/> USPS Mail
Name:		
E-Mail Address:		
Telephone Number:		
<b>For Invitation to Bid (Bid) Distribution:</b> 1) Check only one box below 2) Input e-mail address or Fax # (if checked)		
<input type="checkbox"/> E-mail	<input type="checkbox"/> Fax	<input type="checkbox"/> USPS Mail

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

INVITATION TO BID  
 FCL-4 Rev. 5/07  
 Previous Rev. 12/04

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**Proposal Schedule**

Page 1 of 6

Payment terms are net 30 days after receipt of invoice.  
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Bid prices shall include all transportation charges FOB  
 University of Connecticut Health Center.

**Bid Number:**  
 FCL-03-00265

Delivery: N/A

<b>Terms:</b>	Cash Discount:
%	# Days

**Bidder Name:**

**SSN or FEIN #:**

Item no.	Description of commodity and/or services	Qty.	Unit	Monthly Price	Yearly Total
	Provide rubbish removal service for the University of Connecticut Health Center, Farmington, CT in accordance with the following specifications, for the period from January 1, 2012 to December 31, 2017.				
	Mandatory Pre-Bid Meeting to be held on August 11, 2011 at 2:00 PM. Meeting to be held at UCHC, Campus Planning and Development Conference Room (Room P4021), 16 Munson Road, Farmington, CT 06032. Only those proposers who attend the mandatory pre-bid meeting may submit responses.				
001	<p><b>Contractor to furnish one (1) stationary compactor unit, total capacity to be forty-two (42) cubic yards. 263 Farmington Avenue (Main Campus).</b></p> <ul style="list-style-type: none"> <li>Pick up and sanitize compactor three (3) times per week (Monday, Wednesday and Friday) between 7:00 AM and 8:00 AM. (Twelve (12) times per month)</li> <li>Contractor to provide twenty-four (24) hour repair service with two (2) hour notice, seven (7) days a week.</li> <li>Compactor to be installed at dock level with remote safety switch and enclosed safety railings on both sides of compactor to comply with OSHA and JCAHO regulations.</li> </ul>	12	MO	\$_____ \$_____	
002	<p><b>Contractor to furnish two (2) stationary compactor units, one for regular trash and one for single stream recycling; total capacity to be thirty (30) cubic yards between Administrative Services Building (ASB) and Medical Arts Research Building(MARB).</b></p> <ul style="list-style-type: none"> <li>Pick up and sanitize compactor three (3) times per week (Monday, Wednesday and Friday) between 7:00 AM and 8:00 AM. (Twelve (12) times per month)</li> <li>Contractor to provide twenty-four (24) hour repair service with two (2) hour notice, seven (7) days a week.</li> <li>Compactor to be installed at dock level with remote safety switch and enclosed safety railings on both sides of compactor to comply with OSHA and JCAHO</li> </ul>	12	MO	\$_____ \$_____	

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**Proposal Schedule**

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Payment terms are net 30 days after receipt of invoice.  
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 University of Connecticut Health Center.

**Bid Number:**  
 FCL-03-00265

Delivery: N/A

<b>Terms:</b>	<b>Cash Discount:</b>
%	# Days

**Bidder Name:**

**SSN or FEIN #:**

Item no.	Description of commodity and/or services	Qty.	Unit	Monthly Price	Yearly Total
	regulations <ul style="list-style-type: none"> <li>• Tipping Fee per ton:</li> </ul>				
003	<b>Contractor to furnish one (1) stationary compactor unit, total capacity to be a forty-two (42) cubic yard at 400 Farmington Avenue, Cell and Genome Sciences Building (CGSB).</b> <ul style="list-style-type: none"> <li>• Pick up and sanitize compactor one (1) time per week (Wednesday) between 7:00 AM and 8:00 AM. (Twelve (12) times per month)</li> <li>• Contractor to provide twenty-four (24) hour repair service with two (2) hour notice, seven (7) days a week.</li> <li>• Compactor to be installed at dock level with remote safety switch and enclosed safety railings on both sides of compactor to comply with OSHA and JCAHO regulations.</li> </ul>	4	MO	\$_____ \$_____	
004	<b>Contractor to furnish eight (8) cubic yard containers located at the designated sites listed below:</b> (Note these building's frequencies may change over 2011 – 2018 as they are remodeled.)				
	<b>A) Grounds Garage</b> <ul style="list-style-type: none"> <li>• <b>One (1) container</b></li> <li>• Pick up one (1) time per week each Friday</li> </ul>	12	MO	\$_____ \$_____	
	<b>B) Lower Research Complex Buildings 2, 3, 4, 7, 26</b> <ul style="list-style-type: none"> <li>• <b>Two (2) containers, one (1) by Building 7 and one (1) by Building 26</b></li> <li>• Pick up five (5) times per week Monday through Friday</li> </ul>	12	MO	\$_____ \$_____	
	<b>C) Warehouse Building J</b> <ul style="list-style-type: none"> <li>• <b>One (1) container</b></li> <li>• Pick up three (3) times per week Monday through Friday</li> </ul>	12	MO	\$_____ \$_____	
	<b>D) Firehouse/Day Care</b> <ul style="list-style-type: none"> <li>• <b>One (1) container</b></li> <li>• Pick up three (3) times per week Monday, Wednesday and Friday</li> </ul>	12	MO	\$_____ \$_____	
	<b>E) 16 Munson Road</b>	12	MO	\$_____ \$_____	

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**Proposal Schedule**

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**Bid Number:**  
 FCL-03-00265

Delivery: N/A

**Terms:** Cash Discount:  
 % #  
 Days

**Bidder Name:**

**SSN or FEIN #:**

Item no.	Description of commodity and/or services	Qty.	Unit	Monthly Price	Yearly Total
	<ul style="list-style-type: none"> <li>One (1) container rubbish</li> <li>Pick up three (3) days per week Monday, Wednesday and Friday</li> </ul>				
	<ul style="list-style-type: none"> <li>Two (2) single stream recycling containers</li> <li>Picked up three (3) times per week Monday, Wednesday and Friday</li> </ul>	12	MO	\$_____ \$_____	(For both containers)
	<b>F) 400 Farmington Avenue , CGSB</b> <ul style="list-style-type: none"> <li>One(1) container for single stream recycling</li> <li>Pick up one (1) time every two (2) weeks</li> </ul>	12	MO	\$_____ \$_____	
	<b>Contractor will furnish one (1) open top roll off container for bulk waste at Warehouse Building J, to be emptied on an on-call basis.</b>				
	<ul style="list-style-type: none"> <li>Rental of container</li> </ul>	12	MO	\$_____ \$_____	
	<ul style="list-style-type: none"> <li>Cost per call to empty</li> </ul>		EA	\$_____	(Per call)
005	<b>Rubbish Removal Services for Dowling North &amp; South (299 and 309 Farmington Avenue)</b>				
	<b>A) 299 Farmington Avenue (Dowling North):</b> <ul style="list-style-type: none"> <li>Four (4) cubic yard container</li> <li>Pick up two (2) times per week</li> </ul>	12	MO	\$_____ \$_____	
	<ul style="list-style-type: none"> <li>Two (2) cubic yard paper/cardboard Single stream recycling container</li> <li>Pick up two (2) times per week</li> </ul>	12	MO	\$_____ \$_____	
	<b>B) 309 Farmington Avenue (Dowling South):</b> <ul style="list-style-type: none"> <li>Contractor to furnish a thirty two (32) cubic yard self contained unit, with all necessary power hook up and safety switches, frequency to be determined. This will replace the current six (6) cubic yard used for rubbish.</li> </ul>	12	MO	\$_____ \$_____	
	<ul style="list-style-type: none"> <li>Two (2) six (6) cubic yard containers for Single stream recycling.</li> <li>Pick up two (2) times per week</li> </ul>	12	MO	\$_____ \$_____	(For both containers)
006	<b>UConn Health Partners:</b>				
	<b>A) West Hartford Office (65 Kane Street)</b>	12	MO	\$_____ \$_____	

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 Previous Rev. 12/04

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**Proposal Schedule**

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**Bid Number:**  
 FCL-03-00265

Delivery: N/A

**Terms:** Cash Discount:  
 % #  
 Days

**Bidder Name:**

**SSN or FEIN #:**

Item no.	Description of commodity and/or services	Qty.	Unit	Monthly Price	Yearly Total
	<ul style="list-style-type: none"> <li>One (1) eight (8) cubic yard container</li> <li>Pick up one (1) time per week</li> </ul>				
	<ul style="list-style-type: none"> <li>One (1) six (6) cubic yard container for cardboard</li> <li>Pick up on call</li> </ul>	12	MO	\$_____ \$_____	
	<ul style="list-style-type: none"> <li>Two (2) ninety six (96)-gallon containers for single stream recycling.</li> <li>Pick up on-call</li> <li>Cost to rent containers</li> </ul>	12	MO	\$_____ \$_____	
	<ul style="list-style-type: none"> <li>Cost per call to empty</li> </ul>		EA	\$_____ (Per call)	
	<b>B) East Hartford Office (99 Ash Street)</b> <ul style="list-style-type: none"> <li>One (1) eight (8) cubic yard container</li> <li>Pick up one (1) time per week</li> </ul>	12	MO	\$_____ \$_____	
	<ul style="list-style-type: none"> <li>One (1) six (6) cubic yard container for single stream recycling.</li> <li>Pick up on-call</li> <li>Cost to rent containers</li> </ul>	12	MO	\$_____ \$_____	
	<ul style="list-style-type: none"> <li>Cost per call to empty</li> </ul>		EA	\$_____ (Per call)	
007	<b>Optional: Provide pricing to perform the following Recycling services:</b>				
	<b>A) 16 Munson Road:</b> <ul style="list-style-type: none"> <li>Provide three (3) six (6) yard containers for single stream recycling.</li> </ul>	12	MO	\$_____ \$_____	
	<ul style="list-style-type: none"> <li>Pick up twice per week</li> </ul>	12	MO	\$_____ \$_____	
	<b>B) 263 Farmington Avenue (Main Campus)</b> <ul style="list-style-type: none"> <li>Provide thirty (30) yard compactor for single stream recycling</li> <li>Picked up three (3) times per week</li> </ul>	12	MO	\$_____ \$_____	
	<b>C) 400 Farmington Avenue (Cell and Genome Sciences Building (CGSB).</b> <ul style="list-style-type: none"> <li>Provide Ten (10) Yard container for single</li> </ul>	12	MO	\$_____ \$_____	



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<b>Terms:</b>	Cash Discount:
%	# Days

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**SSN or FEIN #:**

Item no.	Description of commodity and/or services	Qty.	Unit	Monthly Price	Yearly Total
	<b>stream recycling</b> Pickup on Tuesday and Thursday.				
	<b>D) Medical Arts Research Building (MARB)</b> • Provide 30 yard compactor for single stream recycling.	1	week	\$_____	\$_____
	<b>E) Dowling South 309 Farmington Avenue</b> • Provide two (2) six (6) yard containers for single stream recycling.				
	<b>F) Dowling North 299 Farmington Avenue</b> • Provide one (1) six (6) yard container for single stream recycling.				
	<b>Notes:</b>				
	1. All containers and frequencies are subject to change based on unit occupancies. The information contained in this specification contains UCHC's best estimate for usage and frequencies at this time.				
	1. UCHC expects the contractor to work with UCHC on the most efficient and cost effective method and frequency to achieve no trash issues and lowest prices. Contractor and UCHC will meet quarterly each year of the contract to review frequencies and efficiencies and make necessary changes.				
	2. Contractor shall provide scale house tickets for all applicable transactions. Failure to provide this information will result in invoice rejection.				
	3. All containers and frequencies are subject to change based on unit occupancies. The information contained in this specification contains UCHC's best estimate for usage and frequencies at this time.				
	4. Incorporate into your cost calculations, the wage rates provided in the document entitled "Exhibit A Standard Wage Rates Determination for Certain Service Workers". The following link will provide additional information and forms from the Connecticut Department of Labor website: <a href="http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm">http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm</a>				
	5. Pricing and Payment Terms: Prices: Firm for first year of contract. State payment terms are 45 days. Since the UCHC writes its own checks, more favorable terms offered by bidder will be considered during the evaluation of the responses. Bid terms below:  _____ % Net _____ days				
	6. Proposers shall provide UCHC with one original (clearly marked) response in clearly identified sealed envelopes by the stated due date/time. In addition, submit one exact electronic copy (compact disk or jump drive) of the entire proposal in a non-PDF format. Those required documents that cannot be converted into electronic format may be excluded from the electronic copy. All materials must be in Word or Excel except those items such as pictures or signatures that cannot be scanned into a Word document.				

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**SSN or FEIN #:**

Item no.	Description of commodity and/or services	Qty.	Unit	Monthly Price	Yearly Total
	<p>7. Interested proposers may submit questions regarding this Bid by <u>email only</u> to the contact person listed in this Bid. Questions submitted other than by email will not be accepted or considered. To be considered, questions regarding this RFP must be received by the contact person by the due date/time specified in this Bid. The early submission of questions is encouraged. It is solely the proposer's responsibility to ensure and verify UCHC's receipt of questions.</p> <p>UCHC will respond only to those questions that meet the specified due date/time and criteria listed above. Official responses to all questions will be in a Questions/Answers Addendum to this Bid posted on the State Contracting portal: <a href="http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp">http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp</a>. It is solely the proposer's responsibility to access the State Contracting portal or the UCHC Web site to obtain all Addenda or official announcements pertaining to this Bid. Proposers shall provide a signed acknowledgement of the receipt of all Addenda with their proposal.</p>				
	<p>8. <b>Deadline for submission of questions will be August 18, 2011 by 4:00 PM (EST). All questions must be submitted by email only:</b> Margaret Gilbert, Facility Contracts &amp; Leases, email: <a href="mailto:mgilbert@adp.uchc.edu">mgilbert@adp.uchc.edu</a></p>				
	<p>9. Pursuant to UCHC Background &amp; Federal Sanctions Checks Policy No. 2001-3, Contractors, who provide equipment, materials, supplies, and contractual services to UCHC, must successfully pass Office of the Inspector General (OIG) federal sanction and State of Connecticut debarment checks to be eligible for contract awards. In addition, the UCHC Public Safety Department requires contractor personnel to successfully complete a Security Background Check prior to performing on-site services. <b>The UCHC Public Safety Department has instituted a fee of \$75.00 for each background check completed.</b> The fee is payable in advance and shall accompany the submission of the applicable Background Information Sheet.</p>				
	<p>10. Contractors who perform services on site must provide a Certificate of Insurance prior to performing the work. The UCHC should be shown as Additional Insured in the "Description of Operations" section. The "Certificate Holder" should be "UConn Health Center, 263 Farmington Avenue, Farmington, CT 06032."</p>				
	<p>11. A sample contract containing UCHC's current required terms and conditions will be provided for informational purposes; the contractual language required at the time of contracting may vary based on changes to laws, regulations and/or UCHC's policies and procedures. 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.</p>				
	<p>12. UCHC reserves the right to award any resultant Contract in a manner deemed to be in the best interest of UCHC. UCHC may award any resultant contract to a single vendor or may make a multiple vendor award.</p>				

**Standard Wage Rates Determination  
for Certain Service**

S 15328

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

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f, as amended by Public Act 09-183 the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus benefit rate to cover the cost of any health, welfare, and retirement plans.

Project Number: FCL-03-00265 Town: Farmington  
Project Rubbish Removal And Recycling Services For Uconn Health Center

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$10.30	3.09
Baker	\$14.94	4.49
Bartender	\$9.52	2.86
Boiler Tender	\$27.09	8.13
Carpenter, Maintenance	\$23.44	7.04
Cashier	\$10.14	3.05
Cleaner, Heavy** Hired after July 1, 2009	\$13.30	4.48 + a
Cleaner, Light** Hired after July 1, 2009	\$13.00	4.48 + a
Cleaner, Vehicles	\$11.34	3.40
Cook I	\$14.28	4.29

*As of:* Thursday, June 30, 2011

FCL-03-00265 Exhibit A Standard Wage Rates Determination for Certain Service Workers  
Project: Rubbish Removal And Recycling Services For Uconn Health Center

Cook II	\$15.54	4.67
Counter Attendant	\$10.30	3.09
Dishwasher	\$11.11	3.34
Dry Cleaner	\$13.14	3.95
Electrician, Maintenance	\$26.01	7.80
Elevator Operator	\$12.12	3.64
Fast Food Shift Leader	\$8.87	2.67
Fast Food Worker	\$8.25	2.48
Food Service Worker	\$11.14	3.35
Furniture Handler ~ Hired prior to July 1, 2009	\$13.89	4.48 + a
Furniture Handler**Hired after July 1, 2009	\$13.40	4.48 + a
Gardner	\$17.12	5.14
General Maintenance Worker	\$19.82	5.95
Housekeeping Aide	\$13.33	4.00
HVAC	\$23.58	7.07
Janitor* ~ Hired prior to July 1, 2009	\$14.48	4.48 + a

*As of:* Thursday, June 30, 2011

FCL-03-00265 Exhibit A Standard Wage Rates Determination for Certain Service Workers  
Project: Rubbish Removal And Recycling Services For Uconn Health Center

Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$23.17	6.96
Maid or Houseman	\$12.28	3.69
Meat Cutter	\$19.53	5.86
Painter, Maintenance	\$22.30	6.69
Parking Lot Attendant	\$10.64	3.20
Pest Controller	\$15.45	4.63
Pipefitter, Maintenance	\$28.15	8.45
Plumber, Maintenance	\$26.57	7.98
Presser, Hand	\$10.30	3.09
Presser, Machine, Drycleaning	\$10.30	3.09
Presser, Machine, Shirts	\$10.30	3.09

*As of:* Thursday, June 30, 2011

FCL-03-00265 Exhibit A Standard Wage Rates Determination for Certain Service Workers  
Project: Rubbish Removal And Recycling Services For Uconn Health Center

Presser, Machine, Wearing Apparel, Laundry	\$10.30	3.09
Refuse Collector	\$15.76	4.73
Sheet Metal Worker, Maintenance	\$25.58	7.68
Stationary Engineer	\$27.09	8.13
Tractor Operator	\$16.33	4.90
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$22.21	6.67
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.47	4.95
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Vending Machine Attendant	\$14.42	4.33
Ventilation Equipment Tender	\$21.78	6.54
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$11.21	3.37
Window Cleaner ~ Hired prior to July 1, 2009	\$14.62	4.48 + a
Window Cleaner** Hired after July 1, 2009	\$17.33	4.48 + a

*As of:* Thursday, June 30, 2011

\* Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.

\*\* Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.

***~FOOTNOTES~***

Health and Welfare \$4.48 per hour on January 1, 2011.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (estimated to be an average of \$1.08 per hour and \$1.10 per hour on January 1, 2010).

**Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.**

**Standard Wage Rates Determination  
for Certain Service**

S 15329

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

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f, as amended by Public Act 09-183 the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus benefit rate to cover the cost of any health, welfare, and retirement plans.

**Project Number:** FCL-03-00265 **Town:** West Hartford  
**Project** Rubbish Removal And Recycling Services For Uconn Health Center

<b>Minimum OCCUPATIONAL TITLE</b>	<b>Benefit Rate Hourly Rate</b>	
Assembler	\$10.30	3.09
Baker	\$14.94	4.49
Bartender	\$9.52	2.86
Boiler Tender	\$27.09	8.13
Carpenter, Maintenance	\$23.44	7.04
Cashier	\$10.14	3.05
Cleaner, Heavy** Hired after July 1, 2009	\$13.30	4.48 + a
Cleaner, Light** Hired after July 1, 2009	\$13.00	4.48 + a
Cleaner, Vehicles	\$11.34	3.40
Cook I	\$14.28	4.29

**As of:** Thursday, June 30, 2011



FCL-03-00265 Exhibit A Standard Wage Rates Determination for Certain Service Workers  
Project: Rubbish Removal And Recycling Services For Uconn Health Center

Cook II	\$15.54	4.67
Counter Attendant	\$10.30	3.09
Dishwasher	\$11.11	3.34
Dry Cleaner	\$13.14	3.95
Electrician, Maintenance	\$26.01	7.80
Elevator Operator	\$12.12	3.64
Fast Food Shift Leader	\$8.87	2.67
Fast Food Worker	\$8.25	2.48
Food Service Worker	\$11.14	3.35
Furniture Handler ~ Hired prior to July 1, 2009	\$13.89	4.48 + a
Furniture Handler**Hired after July 1, 2009	\$13.40	4.48 + a
Gardner	\$17.12	5.14
General Maintenance Worker	\$19.82	5.95
Housekeeping Aide	\$13.33	4.00
HVAC	\$23.58	7.07
Janitor* ~ Hired prior to July 1, 2009	\$14.48	4.48 + a

*As of:* Thursday, June 30, 2011

FCL-03-00265 Exhibit A Standard Wage Rates Determination for Certain Service Workers  
 Project: Rubbish Removal And Recycling Services For Uconn Health Center

Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$23.17	6.96
Maid or Houseman	\$12.28	3.69
Meat Cutter	\$19.53	5.86
Painter, Maintenance	\$22.30	6.69
Parking Lot Attendant	\$10.64	3.20
Pest Controller	\$15.45	4.63
Pipefitter, Maintenance	\$28.15	8.45
Plumber, Maintenance	\$26.57	7.98
Presser, Hand	\$10.30	3.09
Presser, Machine, Drycleaning	\$10.30	3.09
Presser, Machine, Shirts	\$10.30	3.09

*As of:* Thursday, June 30, 2011

FCL-03-00265 Exhibit A Standard Wage Rates Determination for Certain Service Workers  
Project: Rubbish Removal And Recycling Services For Uconn Health Center

Presser, Machine, Wearing Apparel, Laundry	\$10.30	3.09
Refuse Collector	\$15.76	4.73
Sheet Metal Worker, Maintenance	\$25.58	7.68
Stationary Engineer	\$27.09	8.13
Tractor Operator	\$16.33	4.90
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$22.21	6.67
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.47	4.95
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Vending Machine Attendant	\$14.42	4.33
Ventilation Equipment Tender	\$21.78	6.54
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$11.21	3.37
Window Cleaner ~ Hired prior to July 1, 2009	\$14.62	4.48 + a
Window Cleaner** Hired after July 1, 2009	\$17.33	4.48 + a

*As of:* Thursday, June 30, 2011

\* Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.

\*\* Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.

***~FOOTNOTES~***

Health and Welfare \$4.48 per hour on January 1, 2011.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (estimated to be an average of \$1.08 per hour and \$1.10 per hour on January 1, 2010).

**Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.**

**Standard Wage Rates Determination  
for Certain Service**

S 15330

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

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f, as amended by Public Act 09-183 the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus benefit rate to cover the cost of any health, welfare, and retirement plans.

**Project Number:** FCL-03-00265 **Town:** East Hartford  
**Project** Rubbish Removal And Recycling Services For Uconn Health Center

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$10.30	3.09
Baker	\$14.94	4.49
Bartender	\$9.52	2.86
Boiler Tender	\$27.09	8.13
Carpenter, Maintenance	\$23.44	7.04
Cashier	\$10.14	3.05
Cleaner, Heavy** Hired after July 1, 2009	\$13.30	4.48 + a
Cleaner, Light** Hired after July 1, 2009	\$13.00	4.48 + a
Cleaner, Vehicles	\$11.34	3.40
Cook I	\$14.28	4.29

**As of:** Thursday, June 30, 2011

FCL-03-00265 Exhibit A Standard Wage Rates Determination for Certain Service Workers  
Project: Rubbish Removal And Recycling Services For Uconn Health Center

Cook II	\$15.54	4.67
Counter Attendant	\$10.30	3.09
Dishwasher	\$11.11	3.34
Dry Cleaner	\$13.14	3.95
Electrician, Maintenance	\$26.01	7.80
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Furniture Handler ~ Hired prior to July 1, 2009	\$13.89	4.48 + a
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*As of:* Thursday, June 30, 2011

FCL-03-00265 Exhibit A Standard Wage Rates Determination for Certain Service Workers  
 Project: Rubbish Removal And Recycling Services For Uconn Health Center

Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$23.17	6.96
Maid or Houseman	\$12.28	3.69
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Painter, Maintenance	\$22.30	6.69
Parking Lot Attendant	\$10.64	3.20
Pest Controller	\$15.45	4.63
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*As of:* Thursday, June 30, 2011

FCL-03-00265 Exhibit A Standard Wage Rates Determination for Certain Service Workers  
Project: Rubbish Removal And Recycling Services For Uconn Health Center

Presser, Machine, Wearing Apparel, Laundry	\$10.30	3.09
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Stationary Engineer	\$27.09	8.13
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Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.47	4.95
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Vending Machine Attendant	\$14.42	4.33
Ventilation Equipment Tender	\$21.78	6.54
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$11.21	3.37
Window Cleaner ~ Hired prior to July 1, 2009	\$14.62	4.48 + a
Window Cleaner** Hired after July 1, 2009	\$17.33	4.48 + a

*As of:* Thursday, June 30, 2011



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***~FOOTNOTES~***

Health and Welfare \$4.48 per hour on January 1, 2011.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (estimated to be an average of \$1.08 per hour and \$1.10 per hour on January 1, 2010).

**Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.**

# STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

FACILITY CONTRACTS & LEASES

263 Farmington Avenue, MC 4039

Farmington, CT 06032

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

Margaret Gilbert

*mgilbert@adp.uchc.edu*

860-679-1988

Telephone Number

**Read & Complete**

**Carefully**

**BID NO: FCL-03-00265**

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

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

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

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

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

### INSTRUCTIONS AND OTHER INFORMATION

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

#### 1) Definition of Small and Minority-Owned Contractor

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

## 2) Description of Job Categories (as used in Part IV Bidder Employment Information)

<p><b>MANAGEMENT:</b> 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.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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.</p> <p><b>MARKETING AND SALES:</b> 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.</p> <p><b>LEGAL OCCUPATIONS:</b> 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.</p> <p><b>COMPUTER SPECIALISTS:</b> 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</p> <p><b>ARCHITECTURE AND ENGINEERING:</b> 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.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> 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).</p>	<p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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.</p> <p><b>CONSTRUCTION AND EXTRACTION:</b> 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..</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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.</p> <p><b>MATERIAL MOVING WORKERS:</b> 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.</p> <p><b>PRODUCTION WORKERS:</b> 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>
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## 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<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

**Bid No. FCL-03-00265**

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

## PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number. _____

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes <input type="checkbox"/> No <input type="checkbox"/>  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 <input type="checkbox"/> No <input type="checkbox"/>
--

**PART IV - Bidder Employment Information**

Date:

**BID No.: FCL-03-00265**

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	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Wage Garnishments	

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

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

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

Margaret Gilbert  
mgilbert@adp.uchc.edu

860-679-1988  
Telephone Number

**STATE OF CONNECTICUT**  
UNIVERSITY OF CONNECTICUT HEALTH CENTER  
FACILITY CONTRACTS & LEASES  
263 Farmington Avenue, MC 4039  
Farmington, CT 06032

**Bid Number:**  
FCL-03-00265

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

WHEN TO SUBMIT	CONTRACTING AFFIDAVITS/CERTIFICATION FORMS			
	Signed by AGENCY	Signed by CONTRACTOR		
		ALL Contracts	All Contracts Cost or value ≥ \$50K	All Contracts Cost or value ≥ \$500K
submit form <b>with</b> bid or proposal		NONDISCRIMINATION FORM (Individual or Contractor)	FORM 5*	FORM 6 **
submit form <b>at time of</b> contract execution	FORM 3	NONDISCRIMINATION FORM (Individual or Contractor)	FORM 1 FORM 5*	FORM 6 **
submit form <b>after</b> contract execution				FORM 6 **
submit form <b>annually</b> if multi-year contract			FORM 1	

- \* Form 5 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, it is submitted at the time of contract execution.
- \*\* Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, Form 6 is submitted at the time of contract execution. When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency. Depending on when the contractor engages the subcontractor or consultant, the contractor either submits the form at the time of contract execution or after contract execution.

**For Further Information, Contact:**

Please direct any questions about the ethics forms to Wanda Dupuy, (860) 418-6261, [wanda.dupuy@ct.gov](mailto: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 December 9, 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](http://www.das.state.ct.us), and the Office of Policy and Management, [www.opm.state.ct.us](http://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](http://www.ct.gov/ethics).

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

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

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

### **FORM 11 Campaign Contribution and Solicitation Ban**

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



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

### **Nondiscrimination Certification (AG Form)**

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

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

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

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

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



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS:

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

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

### GIFT CERTIFICATION:

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

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

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

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

### CAMPAIGN CONTRIBUTION CERTIFICATION:

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



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

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

**Lawful Campaign Contributions to Candidates for the General Assembly:**

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

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

\_\_\_\_\_  
Printed Contractor Name                      **Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

\_\_\_\_\_  
Awarding State Agency                      \_\_\_\_\_  
Planning Start Date

\_\_\_\_\_  
Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

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

If YES: Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement. Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency

**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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or 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.





**STATE OF CONNECTICUT  
 NONDISCRIMINATION CERTIFICATION  
 Affidavit By Entity  
 For Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
 Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_.  
 Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
 Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Printed Name

Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Commissioner of the Superior Court/  
 Notary Public

\_\_\_\_\_  
 Commission Expiration Date

INVITATION TO BID  
FCL-6 Rev. 8/07  
Previous Rev. 5/07

Margaret Gilbert  
mgilbert@adp.uchc.edu

860-679-1988  
Telephone Number

# STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER  
FACILITY CONTRACTS & LEASES  
263 Farmington Avenue, MC 4039  
Farmington, CT 06032

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

**Read & Complete**  
**Carefully**

**BID NO: FCL-03-00265**

## UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT

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

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. §160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. §160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. §160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act) (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E.
- (g) Definitions.
  - (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).
  - (2) "Business Associate" shall mean the Contractor.
  - (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. §164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. §164.502(g).
- (7) "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.
- (8) "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.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. §160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. §164.304.
- (14) "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, subparts A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH Act (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides

PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause (h)(10) 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 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. §164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act (42 U.S.C. §17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b)) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
  - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  - 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  - 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notification requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

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

(2) Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- B. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. §164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause (h)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - A. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

- B. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- A. Except as provided in (l)(2) of this Section of the Contract, 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. Business Associate shall also provide the information collected in accordance with clause (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- B. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return 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 the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, 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 contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended, or the HITECH Act, including, without limitation, attorney’s fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Contractor, on behalf of itself, its agents and employees, acknowledges that, as a result of a current or future business relationship with UCHC, it may receive or have access to PHI, including, but not limited to, electronic PHI and patient identifying information.

Contractor recognizes that any such PHI is and shall remain the property of UCHC and agrees that it acquires no title or rights to such PHI, including any de-identified information. Contractor further recognizes and agrees that any breach of confidentiality or misuse of such information may result in the termination of any agreement between UCHC and Contractor, legal action against Contractor, and/or the submission of a report about the breach or misuse to the Secretary of Health and Human Services.

**The Authorized Representative’s signature below indicates that Contractor understands and accepts the University of Connecticut Health Center Business Associate Agreement, as it may be applicable to Contractor now or in the future.**

---

Name and Title of Authorized Representative

---

Signature

Date



**DEBARMENT AND/OR SUSPENSION**

Has the proposer, any company official, or any subcontractor to the proposer, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

YES       NO

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

YES       NO

The above signed proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official are 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. Proposer further affirms that 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 RFP. 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.

YES       NO

If the above signed proposer, any company official or any subcontractor to the proposer have received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

- 1) By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UCHC may pursue available remedies, including suspension and/or debarment.
- 3) The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and

"voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

- 5) The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transactions be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by UCHC.
- 6) The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from procurement or Non-Procurement Programs.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, UCHC may pursue available remedies including suspension and/or debarment.

**Before signing Certification, read all the instructions which are an integral part of the Certification.**

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

Date

# STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED  
**Read & Complete**  
**Carefully**

Margaret Gilbert

860-679-1988

[mgilbert@adp.uhc.edu](mailto:mgilbert@adp.uhc.edu)

FACILITY CONTRACTS & LEASES  
263 Farmington Avenue, MC4039  
Farmington, CT 06032-4039

<b>BIDNUMBER</b>	<b>BID DUE DATE:</b>	<b>BID DUE TIME:</b>
FCL-03-00265	August 31, 2011	2:30 PM
<b>BID TITLE:</b>	Rubbish Removal Services/Recycling Services	

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

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

List other names your company goes by:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
\_\_\_\_\_ . \_\_\_\_\_

List previous company name(s):

1. \_\_\_\_\_ 2. \_\_\_\_\_  
\_\_\_\_\_ . \_\_\_\_\_

SIZE OF COMPANY, FIRM OR CORPORATION

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

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

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

BIDDER'S STATEMENT OF QUALIFICATIONS

List below any contracts awarded to your company within the last 3 years relevant to this ITB by either a private company or a federal, state or local government agency. If applicable, indicate which State of Connecticut agency and provide the contract name, contract number, and the name of the Purchasing Agent administering the contract below:

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

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

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

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

List any criminal convictions against your company and any of your company's officers, principal shareholders, directors, partners, LLC members or LLC managers: *(Attach additional sheets, if necessary)*

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# STATE OF CONNECTICUT

## UNIVERSITY OF CONNECTICUT HEALTH CENTER



Margaret Gilbert  
Facility Contracts & Leases

FACILITY CONTRACTS AND LEASES  
263 Farmington Avenue, MC4039  
Farmington, CT 06032-4039

Mgilbert@adp.uhc.edu

BID NUMBER	BID DUE DATE:	BID DUE TIME:
FCL-03-00265	August 31, 2011	2:30 PM
BID TITLE:	Rubbish Removal Services/Recycling Services	

The following Terms and Conditions govern all Requests for Bids issued by the University of Connecticut Health Center (“UCHC”). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58; Title 10a, Chapter 185b, Sections 10a-151a and 10a-151b; and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.

Bidders shall comply with the statutes and regulations as they exist on the date of their Bid and as they may be adopted or amended from time to time.

**Submission of Bids**

1. Bids must be submitted to and received and stamped physically or electronically as received by UCHC Purchasing Services Department on such forms as UCHC may make available. Telephone or facsimile Bids will not be accepted in response to a Request for Bids (“BID”).
2. The time and date Bids are due is given in each BID. Bids received after the specified due date and time given in each BID shall not be considered and shall be returned unopened. BID envelopes must clearly indicate the BID number as well as the date and time that the Bid is due. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete BID forms may result in the rejection of Bids. Amendments to Bids received by UCHC after the due date and time specified shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidder. Unsigned Bids may be rejected at UCHC’s sole discretion. Errors, alterations or corrections on both the original and any copies of the price schedule to be returned

must be initialed by the person signing the Bid or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of the Bid for those items erased, altered or corrected and not appropriately initialed.

4. Conditional Bids are subject to rejection in whole or in part. A conditional Bid is one which limits, modifies, expands or supplements any of the terms conditions and/or specifications of the BID, including the terms & conditions of the sample standard contract attached hereto.
5. Alternate Bids will not be considered. An alternate Bid is defined as one which is submitted in addition to the Bidder’s primary response to the BID.
6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal, not fraction. Prices are to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount.
7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must be excluded from Bid prices.
8. All Bids are subject to public inspection after the execution of the contract.
9. The successful Bidder shall be bound by the terms and conditions of the form contract that is attached to the BID, as it may be modified by formal agreement of the parties.

10. By its submission, the Bidder represents that the Bid is not made in connection with any other Bidder submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

#### **Conformity and Completeness of Bids**

11. To be considered acceptable, Bids must be complete and conform to all BID instructions and conditions. UCHC, at its discretion, may reject in whole or in part any Bid if in its judgment the best interests of UCHC will be served by doing so.

#### **Independent Price Determination**

12. In the Bids, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this BID:
  - a. The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
  - b. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Bidder on a prior basis directly or indirectly to any other.
  - c. No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

#### **Stability of Proposed Prices**

13. Any price offerings from Bidders must be valid for a period of 180 days from the due date of the Bid at UCHC's sole discretion.

#### **Amendment or Cancellation**

14. UCHC reserves the rights to cancel, amend, modify or otherwise change this BID at any time if it deems it to be in the best interest of UCHC to do so.

#### **Bid Modifications**

15. No additions or changes to any Bid will be allowed after the Bid due date, unless such modification is specifically requested by UCHC. UCHC, at its option, may seek Bidder retraction and/or clarification of any discrepancy or contradiction found during its review of Bids.

#### **Bidder Presentation of Supporting Evidence**

16. Bidders must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that UCHC deems to be necessary or appropriate to fully establish the performance capabilities represented in their Bids.

#### **Bid Expenses**

17. Bidders are responsible for all costs and expenses incurred in the preparation of Bids and for any subsequent work on the Bid that is required by UCHC.

#### **Ownership of Bids**

18. All Bids shall become the sole property of UCHC and will not be returned.

#### **Ownership of Subsequent Products**

19. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this BID shall be the sole property of UCHC unless otherwise stated in the contract.

#### **Samples**

20. The quality of accepted samples does not supersede the specifications for quality in the BID unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.
21. Samples shall be furnished free of charge. Bidders must indicate if return of any sample is desired. UCHC shall comply with such request provided samples are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

#### **Guaranty or Surety**

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

#### **Award**

23. A contract will be awarded to the Bidder or Bidders whose Bids UCHC deems to be the most advantageous to the State, in accordance with the criteria set forth within the BID, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.
24. UCHC may reject the Bid of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.
25. UCHC may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.
26. UCHC reserves the right to make an award to multiple vendors.
27. Bidder has ten days after notice of award to refuse acceptance of the award; at UCHC's sole discretion, after ten days the award may be binding on the Bidder. If the Bidder refuses acceptance of the award within the ten-day period,

the award will be made to the next Bidder or Bidders whose Bid(s) UCHC deems to be the most advantageous to the State, in accordance with the criteria set forth in the BID.

28. UCHC reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the award of a contract already made to a Bidder and subsequently awarding the contract to another Bidder. Such action on the part of UCHC shall not constitute a breach of contract on the part of UCHC since the contract with the initial Bidder is deemed to be void and of no effect as if no contract ever existed between UCHC and such Bidder.
29. The award will be contingent upon the successful Bidder's acceptance of all of the required terms and conditions in UCHC's standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.
30. UCHC's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in UCHC Policy Number 2002-44. UCHC will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.

#### **Compliance**

31. All purchases will be in compliance with any applicable federal laws and the laws of the State of Connecticut. Specifically and without limiting the foregoing, this Bid is subject to the provisions of the following Statutes and Executive Orders:
  - a. Connecticut General Statutes Sec. 22a-194. Definition of controlled substance. As used in sections 22a-194a to 22a-194g, inclusive, "controlled substance" means a controlled substance under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer, signed September 16, 1987, as may be amended.
  - b. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice as enclosed.
  - c. Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 requires nondiscrimination clauses in state contracts.
  - d. Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 requires contractors and subcontractors having a contract with the state or any business entity having business with the state or which seeks to do business with the state, and every bidder or

prospective bidder who submits a bid or replies to an Request for Bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service.

- e. Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.
- f. Executive Order No. Fourteen of Governor M. Jodi Rell promulgated April 17, 2006 states that contractors shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.
- g. Executive Order No. 7C of Governor M. Jodi Rell promulgated July 13, 2006 establishes the State Contracting Standards Board to address the state's vulnerabilities in the selection and procurement processes to avoid improprieties, favoritism, unfair practices or ethical lapses in state contracting.

#### **John Dempsey Hospital Policies and Procedures**

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

#### **State Fiscal and Product Performance Requirements**

33. Any product or services acquisition resulting from this BID must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment or if the product or services fail to meet the minimum State criteria for acceptance or performance reliability.

#### **Validation of Bids**

34. Each Bid shall be a binding commitment which UCHC may incorporate, by reference or otherwise, into any contract with that Bidder. The Bids must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate a contract with UCHC and contractually bind the Bidder. The Bid must also include evidence that is has been duly delivered on the part of the Bidder, that the persons submitting the Bid have the requisite corporate power and authority to structure, compile, draft, submit and deliver the Bid and subsequently to enter into, execute, deliver and perform on behalf of the Bidder any contract contemplated in this BID.

#### **Oral Agreement or Arrangements**

35. Any alleged oral agreements or arrangements made by Bidders with UCHC employees will be disregarded in any UCHC Bid evaluation or associated award.

#### **Offer of Gratuities/Conflict of Interest**

36. The Bidder warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Should the Bidder become aware of a potential conflict of interest UCHC shall be notified immediately. Any contract and/or award arising from this BID may be terminated by UCHC if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Bidder or the Bidder's agent(s), representative(s) or employee(s).

#### **Subletting or Assigning of Contract**

37. UCHC must approve any and all subcontractors utilized by the successful Bidder prior to any such subcontractor commencing any work. Bidders acknowledge by the act of submitting a Bid that any work to be provided under the contract is work conducted on behalf of UCHC and that the Director of Purchasing or his designee may communicate directly with any subcontractor as UCHC deems to be necessary or appropriate. It is also understood that the successful Bidder shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Bidder to UCHC upon request. The successful Bidder must provide the majority of services described in the specifications.
38. A contract award or contract resulting from the BID solicitation may not be assigned by the Bidder without the express written permission of UCHC.

#### **Freedom of Information**

39. Due regard will be given for the protection of proprietary or confidential information contained in all Bids received. However, Bidders should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. It will not be sufficient for Bidders to merely state generally that the Bid is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections which a Bidder believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-1 9(b) of the FOIA must accompany the Bid. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above- cited statute. In no event shall UCHC have any liability for the disclosure of any documents or information in its possession which UCHC believes are required to be disclosed pursuant to FOIA or other requirements of law.

#### **Execution of Contract and Required State of Connecticut Forms**

40. This BID is not a contract and, alone, shall not be interpreted as such. Rather, this BID serves as the instrument through which Bids are solicited. Once the evaluation of the Bids is complete and a Bidder(s) is selected, the elected Bid(s) and this BID may then serve as the basis for a contract that will be

negotiated and executed between UCHC and the selected Bidder(s). This BID and the Bid may be attached to the contract as exhibits. If for some reason, UCHC and the initial Bidder selected fail to reach consensus on the issues relative to the contract, UCHC may commence contract negotiations with other Bidders. UCHC may decide at any time to start the BID process again.

41. UCHC's standard contract and samples of the required State of Connecticut certifications and affidavits are attached to this BID. By submitting a Bid, the Bidder acknowledges that it has read all of the attached documents, and that it understands that the successful Bidder(s) will be expected to sign the standard contract and all of the applicable required forms. Refusal to do so may result in the contract being awarded to the next Bidder or Bidders whose Bid(s) UCHC deems to be the most advantageous to the State, in accordance with the criteria set forth in the BID.
42. Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows: (a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section. (b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be



amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract. (c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or Bids.

43. Section 4-252 of the Connecticut General Statutes (the "Statute") requires that the BID, of which these terms and conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows: (a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute. (b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. (c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide: (1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or Bid or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or Bid or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or Bids for the contract, who participated substantially in the preparation of the bid solicitation or request for Bids for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; (2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (3) That the person, firm or corporation made the bid or Bid without fraud or collusion with any person. (d) Any bidder or Bidder that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked Bidder or the next lowest responsible qualified bidder or seek new bids or Bids. (e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is defined as the BID release date.

44. With regard to a State contract 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 submission in response to the State's solicitation expressly acknowledges receipt of BID-05 Form (SEEC Form 11), which is the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

45. Sections 46a-60 and 46a-81c of the Connecticut General Statutes prohibit discrimination in employment based on an individual's race, color, religious creed, age, sex, marital status, civil union status, sexual orientation, national origin, ancestry, present or past history of mental disability, mental retardation, learning disability or physical disability, including, but not limited to, blindness. Sections 4a-60 and 4a-60a of the Connecticut General Statutes require State contractors to adopt policies in support of Connecticut's non-discrimination laws by means of a resolution of the board of directors, shareholders, managers, members or other governing body of such contractor. Attached to this BID is a sample Non-Discrimination Certification form. The Bidder's submission in response to this BID is an acknowledgment that the successful Bidder will be required to execute and return the Non-Discrimination Certification at the time that the contract is executed. The execution and submittal of this Non-Discrimination Certification is a condition precedent to the State's execution of the contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

46. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

#### **Payments under a Contract Award**

47. Under no circumstances shall the successful Bidder begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms negotiated in the contract award.

#### **Evaluation of Performance**

48. During or after the term of any contract or other agreement that results from this BID process, UCHC may conduct evaluations of the winning Bidder's performance including, but not limited to clinical equipment, supplies and services. The winning Bidder may be requested to provide a quality performance metrics and shall cooperate with UCHC in any such evaluations and work with UCHC to correct any deficiencies noted.

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number													
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,