

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER



Margaret Gilbert
Buyer Name

mgilbert@adp.uchc.edu
Buyer E-mail Address

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

ITB NUMBER	BID DUE DATE:	BID DUE TIME:
FCL-03-00311	January 9, 2012	2:30 PM (EST)
ITB TITLE:	UConn MARB Retro Commissioning Project 09-609 (Re-Bid of FCL-03-00293)	

<u>READ CAREFULLY</u>		Check
<i>IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION ITEM AS YOU COMPLETE IT</i>		
1.	Form UCHC ITB-01 (Acknowledgement: Receipt of ITB Documents) must be completed and returned <u>at least</u> 48 hours before the bid due date and time listed above.	<input type="checkbox"/>
2.	Form UCHC ITB-03 (Bidder's Info, OSHA & Debarment) must be completed and returned	<input type="checkbox"/>
3.	If required, the amount of bid surety has been checked and the surety has been included on Form UCHC ITB-03	<input type="checkbox"/>
4.	Form UCHC ITB-04 (Bidder's Price Schedule) must be included with your bid and contain the following:	
	a. Vendor's name must be in the upper right corner of all price schedule pages	<input type="checkbox"/>
	b. The delivery information has been included with the bid. Be specific: In most cases, "as ordered" or "as required" is not complete information.	<input type="checkbox"/>
	c. The bid prices you have offered have been reviewed and verified.	<input type="checkbox"/>
	d. The price extensions and totals have been checked. In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation.	<input type="checkbox"/>
	e. Any errors, alterations, corrections or erasures to unit prices or total prices must be initialed by the person who signs the bid or his/her designee. Such changes made and not initialed shall mean automatic rejection of that portion of the bid.	<input type="checkbox"/>
	f. The payment terms are Net 45 Days . You may offer cash discounts for prompt payment. Cash discounts for net terms less than 45 days may be considered when evaluating bid pricing. <i>Exception:</i> State of CT Small Business Set-Aside bid payment terms shall be in accordance with Connecticut General Statutes §4a-60j.	<input type="checkbox"/>
5.	Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.	<input type="checkbox"/>
6.	Form UCHC ITB-05 (SEEC, CHRO, & W-9 Compliance) must be completed in its entirety and submitted with each bid, even if the Bidder's company is family owned or operated, and regardless of the number of employees. Non-compliance may result in bid rejection.	<input type="checkbox"/>
7.	Any addenda (UCHC ITB-09, UCHC ITB-10 Forms) to the ITB have been signed and included.	<input type="checkbox"/>
8.	Form UCHC ITB-11 (Bidder's BOD Meeting Schedule Form) must be completed and returned with your bid	<input type="checkbox"/>
9.	If applicable, the following OPM Ethics Form(s) have been completed and attached:	<input type="checkbox"/>



University of Connecticut Health Center
Procurement Operations & Contracts

To Whom It May Concern,

In an effort to streamline the contracting process, Procurement Operations & Contracts at the University of Connecticut Health Center is now accepting certain contract documents electronically via the State of Connecticut DAS Business Network (BizNet).

The following contract forms may be uploaded on BizNet:

- OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- OPM Ethics Form 5 – Consulting Agreement Affidavit
- OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- Non-discrimination Certification Form A – Representation by Individual (Regardless of Value)
- Non-discrimination Certification Form B – Representation by Entity (Valued at \$50,000 or less)
- Non-discrimination Certification Form C – Affidavit by Entity (Valued at \$50,00 or more)
- Non-discrimination Certification Form D – New Resolution by Entity
- Non-discrimination Certification Form E – Prior Resolution by Entity

Now, instead of submitting these documents in hard copy every time you submit a bid/proposal or sign a contract with the State of Connecticut, you can upload them electronically and have them made available to all State of Connecticut Agencies. Documents must only be updated on a yearly basis, or if any changes to the submitted information occur.

Prior to uploading contract forms onto the BizNet system, companies are required to setup a profile on BizNet at the following website: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>. For instructions on how to upload the documents visit the following website: <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

To obtain a copy of OPM Ethics Forms and for information on which form to complete, please access the Office of Policy & Management's website at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>.

To obtain a copy of Non-discrimination Certification Forms and for information on which form to complete, please access the Office of Policy & Management's website at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

Thank you,

An Equal Opportunity Employer

University of Connecticut Health Center
Procurement Operations & Contracts
263 Farmington Avenue MC 4036
Farmington, Connecticut 06032-4306

Telephone: (860) 679-2408
Facsimile: (860) 679-2508

INVITATION TO BID

BIDDER'S INFO, HIPAA, OSHA & DEBARMENT

UCHC ITB-03 Form

NEW Rev. 3/11

Prev. Rev. 11/10, 1/10, 7/09, 10/08, 8/07, 5/07

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER



Margaret Gilbert

Buyer Name

mgilbert@adp.uchc.edu

Buyer E-mail Address

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

ITB NUMBER:	BID DUE DATE:	BID DUE TIME:	ITB SURETY:	DATE ISSUED:
FCL-03-00311	January 9, 2012	2:30PM (EST)	Not Applicable	December 13, 2011
ITB TITLE:	UConn MARB Retro Commissioning Project 09-609 (Re-Bid of FCL-03-00293)			

TERM OF CONTRACT: One Time

INVITATION TO BID: Pursuant to the provisions of Sections 10a-151a, 10a-151b and 4a-57 of the Connecticut General Statutes as amended, sealed bids will be received by the Purchasing Services Department of the University of Connecticut Health Center, at the address above, for furnishing the commodities and/or services described above under ITB Title.

IMPORTANT: ALL pages of this form, Sections 1 through 5, must be completed, signed and returned by the bidder as part of the bid package. Failure to complete and submit all pages of this form may constitute grounds for rejection of your bid.

SECTION 1 of 5: BIDDER INFORMATION	
COMPLETE LEGAL BUSINESS NAME: PRINT/TYPE LEGAL BUSINESS NAME ABOVE	TAXPAYER ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN PRINT/TYPE SSN/FEIN ABOVE
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE): PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE):	
BUSINESS ENTITY: <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:	
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.	
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS	
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. LEGAL SERVICES D. RENTAL OF PROPERTY (REAL ESTATE OR EQUIPMENT) E. NON-MEDICAL PROFESSIONAL SERVICES F. OTHER (DESCRIBE IN DETAIL)	
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER ABOVE)	
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER ABOVE)	
BUSINESS ADDRESS:	
REMITTANCE ADDRESS:	
ADDRESS:	
CITY, STATE, ZIP CODE:	

INVITATION TO BID

BIDDER'S INFO, HIPAA, OSHA & DEBARMENT

UCHC ITB-03 Form

NEW Rev. 3/11

Prev. Rev. 11/10, 1/10, 7/09, 10/08, 8/07, 5/07

WEBSITE:	
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IS YOUR BUSINESS **CURRENTLY** A DAS *CERTIFIED* SMALL BUSINESS ENTERPRISE? YES (Attach a copy of Certificate) NO
 IF SO PLEASE INDICATE WHAT TYPE OF SMALL BUSINESS ENTERPRISE?

IS YOUR COMPANY REGISTERED WITH THE STATE OF CONNECTICUT SECRETARY OF THE STATE'S OFFICE TO DO BUSINESS IN THE STATE OF CT?
 YES NO

IF YOU ARE A CURRENT OR PREVIOUS *STATE EMPLOYEE*, INDICATE THE POSITION, AGENCY, AND AGENCY ADDRESS:

FOR PURCHASE ORDER DISTRIBUTION : 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX# (IF CHECKED)

E-MAIL FAX

CONTACT NAME:	
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E-MAIL ADDRESS:	
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TELEPHONE NUMBER :	
--------------------	--

TOLL FREE PHONE:	
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FAX NUMBER:	
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FOR ITB DISTRIBUTION : 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX# (IF CHECKED)

E-MAIL FAX

ADD FURTHER BUSINESS ADDRESS, E-MAIL, & CONTACT INFORMATION BELOW IF REQUIRED:

AFFIRMATION OF BIDDER

I _____ being a duly authorized representative of _____
 hereby certify as follows:

1. _____ agrees to be bound by all terms and conditions included in ITB# FCL-03-00293 dated **ENTER DATE**;
2. If selected, _____ further agrees to execute a contract with UCHC in a form provided by UCHC, containing all of UCHC's terms and conditions (see sample contract attached as **Exhibit _____**), and to execute all State of Connecticut affidavits and certifications (see forms included with this ITB), which are required at the time of contracting.
3. The authority for the undersigned to bind is appended hereto.

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE NAMED BIDDER: SIGN HERE	DATE EXECUTED:
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NAME OF AUTHORIZED PERSON: <small>PRINT/TYPE NAME OF AUTHORIZED PERSON</small>	TITLE OF AUTHORIZED PERSON: <small>PRINT/TYPE TITLE OF AUTHORIZED PERSON</small>
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SECTION 2 of 5: HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)**UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT**

Please Note: In this Section of the Form "Bidder" is sometimes referred to as "Contractor".

- (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 Form. If the Contractor is not a Business Associate under HIPAA, this Section of the Form does not apply to the Contractor.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services provided by the Contractor 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 Form (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 Form.
 - (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 Form" 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 Form 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 Form.
 - (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 Form.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Form 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 Form 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 there under.
- (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 Form, 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 there under. 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 there under.
- (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 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 Form.
 - 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 Form, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Form, 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 Form, 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 Form, 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 Form, 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 Form.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Form shall be effective as of the date signed below and shall terminate when the information collected in accordance with clause (h)(10) of this Section of the Form 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 services provided by the Business Associate 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 services provided by the Business Associate if Business Associate has breached a material term of this Section of the Form 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 Form, upon termination of the services provided by the Business Associate,

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 Form 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 Form 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 Form 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 Form 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 the services provided by the Business Associate.
- (4) Effect on Form and Other Documents. Except as specifically required to implement the purposes of this Section of the Form, all other terms of the Form and any resulting Purchase Order, Contract or other document shall remain in force and effect.
- (5) Construction. This Section of the Form shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Form 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 Form 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 Form 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 there under, 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 Form, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Bidder, 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.

Bidder 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. Bidder 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 Bidder, legal action against Bidder, 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 Bidder understands and accepts the University of Connecticut Health Center Business Associate Agreement, as it may be applicable to Bidder now or in the future.

Name and Title of Authorized Representative

Signature Date

SECTION 3 of 5: OCCUPATIONAL SAFETY & HEALTH ACT (1970)

The following information is required pursuant to Section 31-57b of the Connecticut General Statutes:

In the past three years, have you, your company, or any firm, corporation, partnership or association in which you or your company have an interest, been cited for any willful or serious violations of any occupational safety and health act, standard, order or regulation?

YES NO

If Yes, attach a list of the following information for each violation/citation: the date of the violation, the date of the citation, the nature of the violation (including references to the statutes, regulations, standards or orders violated), the name of the individual or company cited, the name of the government agency that issued the citation, and the result/penalty.

In the past three years, have you, your company, or any firm, corporation, partnership or association in which you or your company have an interest, received any criminal convictions related to the injury or death of any employee?

YES NO

If Yes, attach a list of the following information for each criminal conviction: the date of the incident resulting in the employee injury/death, the date of the criminal conviction, the court that issued the conviction, the nature of the conviction (including references to any statutes, regulations, standards or orders violated), the name of the individual or company convicted, and the result/penalty.

SECTION 4 of 5: DEBARMENT AND/OR SUSPENSION

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

YES NO

The above signed bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official 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. Bidder further affirms that they shall disclose to UCHC immediately in writing of any debarment, suspension, bid for debarment, voluntary exclusion or other events that makes them an "ineligible person" at any time during the course of this ITB. 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 bidder, any company official or any subcontractor to the bidder 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 bid.

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 bid, 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 bid 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," "bid," 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 bid 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 bid 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 bid, 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 bid.

Name and Title of Authorized Representative

Signature

Date

SECTION 5 of 5: OTHER INFORMATION
--

The links listed below are provided for your convenience. It is your responsibility to ensure that you are compliant with the most current laws, regulations, rules & policies.

Refer to "Guidance for Vendor Authorizations" at the following website:

http://www.das.state.ct.us/purchase/info/vendor_authorization_and_guidance_081106.pdf

Refer to "Guide to the Code of Ethics For Current or Potential State Contractors" at the following website:

<http://www.ct.gov/ethics/cwp/view.asp?a=3488&q=414966>

Refer to "State of Connecticut Supplier Diversity Program" at the following website:

<http://www.das.state.ct.us/cr1.aspx?page=34>

Refer to "State of Connecticut Executive Orders" at the following website:

http://www.das.state.ct.us/Purchase/Executive_Orders_new.pdf

Refer to "Executive Order 12549 on Debarment and Suspension" at the following website:

<http://www.archives.gov/federal-register/codification/executive-order/12549.html>

Refer to "Connecticut General Statutes § 4a-60, 4a-60a, and 46a-56" at the following website:

<http://www.cga.ct.gov/2011/pub/chap058.htm#Sec4a-60.htm> and <http://www.cga.ct.gov/2011/pub/chap814c.htm#Sec46a-56.htm>

Refer to "UCHC's Affirmative Action, Non-Discrimination, and Equal Opportunity Policy" at the following website:

http://www.policies.uchc.edu/policies/policy_2002_44.pdf

Refer to "Connecticut General Statutes § 31-57b" at the following website:

<http://www.cga.ct.gov/2011/pub/chap557.htm#Sec31-57b.htm>

Refer to "State of CT Freedom of Information Commission" at the following website:

<http://www.state.ct.us/foi/>

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER



Margaret Gilbert
Buyer Name

mgilbert@adp.uchc.edu
Buyer E-mail Address

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

ITB NUMBER	BID DUE DATE:	BID DUE TIME:
FCL-03-00311	January 9, 2012	2:30 PM EST
ITB TITLE:	UConn MARB Retro Commissioning Project 09-609 (Re-Bid of FCL-03-00293)	

Bidder's Name: _____ SSN or FEIN: _____

Delivery: _____ Terms: _____ Cash Discount: _____ % _____ # of Days (Net 45 Days)

**** Payment terms are net 45 days after receipt of invoice. Any deviation may result in rejection of bid submission. Bid prices shall include all transportation charges Freight on Board (FOB) University of CT Health Center. State of Connecticut is exempt from paying Federal Excise and CT Taxes per Connecticut General Statutes § 12-412. ****

Item No.	Description of commodity, equipment and/or service	Qty.	Unit of Measure	Unit Price	Total Price
	<p>Project: Uconn MARB Retro Commissioning Project Project Number 09-609</p> <p>This is a re-bid of FCL-03-00293</p> <p>The University of Connecticut Health Center (UCHC) invites qualified bidders to submit responses for the following: The project consists of implementation of nine retro commissioning Energy Control Measures (ECM) for the UConn Health Center Medical Arts & Research Building (MARB).</p> <p>Contractor must be qualified and certified to modify/extend existing Johnson Controls Extended Architecture Building Management System (BMS) and associated N2 level devices. Contract includes mostly controls software modifications with some hardware point additions, mechanical work, electrical work, manufacturer's package control system modifications and air & water balancing. Some measures include occupancy sensors and interface between the BMS and lighting circuits.</p> <p>A pre-bid meeting will be held on Monday December 19, 2011 at 11:30 AM in the MARB Lobby, First Floor.</p> <p>PLEASE DO NOT PARK IN AREAS DESIGNATED FOR PATIENTS.</p>				

The project manual will be available for pick up from:
 Joseph Merritt & Company, 650 Franklin Ave, Hartford, CT.
 Phone: 860-296-2500.

PLEASE SUBMIT PRICING ON THE BID FORM INCLUDED WITH THIS BID. DO NOT LEAVE ANY FIELD FOR A PRICE BLANK; ENTER A PRICE OR NO BID. ALSO, PLEASE BE SURE TO ACCURATELY BREAK DOWN THE SCHEDULE OF VALUES.

Bidders Note:

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

2. 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."

Deadline for submission of questions will be five days before the due date.

During the entire ITB process, all questions regarding this ITB must be directed via email to:

Margaret Gilbert
 Facility Contracts & Leases
 email: mgilbert@adp.uchc.edu

PROJECT NAME: "MARB Retro commissioning Project"

PROJECT NUMBER: 09-609

PROPOSAL OF:

BIDDER'S NAME

BIDDER'S ADDRESS

DATE:

1. In accordance with Connecticut General Statutes Sections 10a-109a through 10a-109y and pursuant to, and in compliance with your Invitation to Bid, the Notice and Instructions to Bidders, the Form of Contract, including the conditions thereto, the form of required bond, I (we) propose to furnish the labor and/or materials installed as required for the project named and numbered on the BID FORM of this proposal to the extent of the Proposal submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including specifications and/or drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the University of Connecticut and any laws or departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said BID FORM, hereof.
2. The Lump Sum Base Bid by me (us) on the BID FORM includes all work indicated on the drawings and/or described in the specifications, except:
 - A. Work covered by Alternates as may be listed on the BID FORM.
 - B. Contingent work covered by Unit Prices as may be listed on the BID FORM.
 - C. Work covered by Options as may be listed on the BID FORM.
3. This proposal is submitted subject to and in compliance with the foregoing and following conditions and/or information.
 - A. AWARD: All proposals shall be subject to the provisions and requirements of the Bid Documents and for purpose of award, consideration shall be given only to proposals submitted by qualified and responsible bidders.

B. COMMENCEMENT AND COMPLETION OF WORK: Contractor shall commence and complete the work in accordance with the requirements of the Contract Documents.

C. If the Contractor fails to complete the work within the time required by the Contract Documents, the University shall have the right to assess liquidated damages as provided in Paragraph 9.11 of the General Conditions.

D. AVAILABILITY OF FUNDS:

The funding for this project is contingent upon the continued availability of funds. Funds will be released based on project phases.

E. CONTRACTORS INSURANCE REQUIRED:

1. The limits of liability and coverage's shall be those set forth in Article 11 of the General Conditions.

F. STATEMENT OF BIDDERS' QUALIFICATIONS AND INTENTION OF OBJECTIVE CRITERIA:

1. Each Project estimated to be \$500,000 and greater, Bidders shall be required to complete and submit qualification forms to obtain "Pre-qualified Status" prior to submission of Bids. Contractors not obtaining "Pre-qualified Status" shall not be allowed to submit a Bid on said projects.

2. For Projects estimated to be less than \$500,000 the Bidder shall complete and submit with this BID FORM the Contractor's Qualification Statement (AIA Form A-305) in support of its Qualifications to perform the Work of this project, and to demonstrate its compliance with the University's Objective Criteria regarding Qualifications.

G. FEDERAL & STATE WAGE DETERMINATIONS AND PRICING CONSIDERATION:

1 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".

2 In determining bid price, consideration should be given to Section 31-53 of the General Statutes of Connecticut as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages". Such prevailing wage adjustment will not be considered a basis for an annual contract adjustment.

3 The State of Connecticut Labor Department Wage Schedule where required, shall be provided with these documents, typically as part of the University of Connecticut Health Center Purchasing Department issued documents, or will be incorporated in the Contract Documents as an Addendum. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as any annual adjustment to the prevailing wage

scale, as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a basis for an annual contract amendment.

4. I (We), the undersigned, hereby declare that I am (we are) the only person(s) interested in the proposal and that it is without any connection with any other person making any bid for the same work. No person acting for, or employed by, the State of Connecticut is directly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise there from. This proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the bid of any other person or corporation. This proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (We) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.
5. Each class of work set forth in a separate Section of the Specifications and designated as a subtrade in Item 2A of the proposal pages shall be the matter of a subcontract made in accordance with the procedures set forth in the Bid and Contract Documents.
6. The undersigned agrees that, if selected as General Contractor, he shall, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University of Connecticut, execute a contract in accordance with the terms of this general bid.
7. The undersigned agrees and warrants that he has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the Connecticut General Statutes governing contract requirements.
8. The undersigned agrees that if notice of acceptance of Bid is delivered to him within 120 calendar days from the date of bid opening, he will promptly execute a contract for the above stated compensation.

BID FORM CONTINUED ON NEXT PAGE

The undersigned proposes to furnish all labor and material required for:

“Marb Retro commissioning Project 09-609”

in accordance with the accompanying Drawings and Specifications prepared by

**University of Connecticut Health Center
Facilities Development & Operations**

for the Contract Price specified below subject to additions and deductions according to the terms of the Contract Documents dated October 11, 2011.

- A. **ADDENDA:** This bid includes Addenda numbered: _____ Dated _____
 _____ Dated _____
 _____ Dated _____

B. **ALLOWANCES: not used**

C. **PROPOSED TOTAL BASE CONTRACT PRICE FOR 8 ECM’S (See 1B):**

_____ \$ _____
 Written Figures

D. **SCHEDULE OF ADD ALTERNATES:**

Add Alternate #1	CH-1 Graphics upgrade to JCI BMS	\$ _____
Add Alternate #2	HV-1 Graphics upgrade to JCI BMS	\$ _____
Add Alternate #3	HV-2 Graphics upgrade to JCI BMS	\$ _____
Add Alternate #4	HV-3 Graphics upgrade to JCI BMS	\$ _____
Add Alternate #5	HV-4 Graphics upgrade to JCI BMS	\$ _____
Add Alternate #6	HW-1 Graphics upgrade to JCI BMS	\$ _____
Add Alternate #7	OCC-1 Graphics upgrade to JCI BMS	\$ _____
Add Alternate #8	OCC-2 Graphics upgrade to JCI BMS	\$ _____
Add Alternate #9	STM-1 Graphics upgrade to JCI BMS	\$ _____
Add Alternate #10	<u>ECM 9 - STM-1 Steam Boiler Controls</u>	\$ _____
TOTAL ALTERNATES:		\$ _____

E. SCHEDULE OF UNIT PRICES: not used

F. SCHEDULE OF OPTIONS: not used

G. SUBDIVISION OF CONTRACT PRICE:

The subdivision of the proposed Contract Price is as follows:

ITEM 1A Subcontractors and prices for the following trades must be listed (if such prices exceed \$25,000.00). However, the general bidder may list himself together with his price if he customarily performs any of the trades specified. If the general contractor requires a performance and/or labor & material payment bond then the general contractor must indicate below which of the subcontractors are subject to this requirement. The amount (%) shall not exceed the subcontractor’s price listed below.

FIGURES BELOW SHOULD BE BASED ON TOTAL BASE BID

DESCRIPTION	NAME OF SUBCONTRACTOR	DOLLAR AMOUNT	LABOR & MATERIAL BOND	PERFORMANCE BOND
MASONRY				
ELECTRICAL				
MECHANICAL WITHOUT HVAC				
HVAC				

The undersigned agrees that each of the subcontractors listed on this BID FORM will be used for the work indicated at the amount stated, unless a substitution is permitted by the University of Connecticut Health Center. Such permission shall only be granted for “good cause” as defined by Connecticut General Statute Section 4B-95(C).

ITEM 1B Pricing Schedule:

The undersigned agrees that the Pricing Schedule of Values submitted with this Bid is a true representation of the distribution of the costs of this project and **equals the Proposed Base Contract Price shown above**. The Pricing Schedule of Values is an integral part of this proposal.

*Refer to ITEM 1A above for stipulations pertaining to those Divisions of Work requiring listing of subcontractors and pricing.

PRICING SCHEDULE of VALUES (8 - ECM's)

CH-1 Optimize Chiller Operation and VFD Pumps \$ _____

HV-1 Optimize RTU-1 & RTU-2 Economizer and Static \$ _____

HV-2 Enhance RTU-3 Control & Pressurization \$ _____

HV-3 Optimize Lab Exhaust \$ _____

HV-4 Add Kitchen Hood Interlocks \$ _____

HW-1 Optimize HW Boiler Operation & Pumping Controls \$ _____

OCC-1 Occupancy, HVAC & Lighting Control Fl's 1, 3 & 4 \$ _____

OCC-1 Occupancy, HVAC & Lighting Control Fl 2 \$ _____

TOTAL BASE BID: (CH-1, HV-1, HV-2, HV-3, HV-4, HW-1, OCC-1, OCC-2)
\$ _____

H. CONTRACTORS CERTIFICATION

We certify that we are familiar with the contents of the Contract Documents for this project and that we have examined the site and accept the conditions under which the work will be done.

NOTE: All proposals must be signed by a duly authorized representative of the firm.
NO FACSIMILE SIGNATURE PERMITTED.

If this proposal is being submitted by a Joint Venture, each Joint Venture shall sign the Proposal, and each Joint Venture agrees to be bound by the terms and conditions thereof.

Signed the _____ day of _____ 2011.

Project Number: _____

(TO BE FILLED IN AND SIGNED BY THE BIDDER)

Firm Name: _____

Street: _____

City/State/Zip Code: _____

Telephone: _____

Fax Number: _____

Duly Authorized Signature: _____

Name / Title _____

(TO BE FILLED IN AND SIGNED BY JOINT VENTURE IF APPLICABLE)

Firm Name: _____

Street: _____

City/State/Zip Code: _____

Telephone: _____

Fax Number: _____

Duly Authorized Signature: _____

Name / Title _____

Duly Authorized Signature: _____

Name / Title _____

END OF SECTION



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 2

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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

TO ALL LABOR UNIONS, WORKER'S REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state other than municipalities shall be performed in accordance with Connecticut General Statutes Section 4a-60 and Section 4a-60a.

1. The contractor agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to our responsibilities under Connecticut General Statutes Sections 4a-60 or 46a-56 or Section 4a-60a; and
2. The contractor agrees to include the provisions of Connecticut General Statutes Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY:

1. The contractor shall not discriminate or permit discrimination against anyone;
2. The contractor shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. The contractor shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer;
4. The contractor shall comply with Connecticut General Statutes Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under Connecticut General Statutes Sections 46a-56, 46a-68e and 46a-68f; and
5. The contractor shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, WHICH INCLUDES HOMOSEXUALITY, BISEXUALITY AND HETEROSEXUALITY:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation once employed; and
2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under Connecticut General Statutes Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
DIVISION OF AFFIRMATIVE ACTION, MONITORING & CONTRACT COMPLIANCE**

25 Sigourney Street
Hartford, Connecticut 06106
(860) 541-3400

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

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

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

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

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

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

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<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

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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 the "Name" line 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									

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

Employer identification number									

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. citizen or other U.S. person (defined below).

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER



Margaret Gilbert

Buyer Name

mgilbert@adp.uchc.edu

Buyer E-mail Address

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

ITB NUMBER	BID DUE DATE:	BID DUE TIME:
FCL-03-00311	January 9, 2012	2:30 PM (EST)
ITB TITLE:	UConn MARB Retro Commissioning Project 09-609 (Re-Bid of FCL-03-00293)	

WHEN TO SUBMIT	REQUIRED ETHICS AFFIDAVITS & CERTIFICATION FORMS THAT <u>MUST BE</u> SIGNED BY CONTRACTOR		
	ALL Contracts, <i>regardless</i> of cost or value	ALL Contracts cost or value <i>\$50,000 or more</i>	LARGE Contracts cost <i>\$500,000 or more</i>
submit form NOW <u>with bid</u>		OPM Ethics Form 5	OPM Ethics Form 5 OPM Ethics Form 6
submit form <u>at time of contract execution</u>	Non-Discrimination Certification Contractor/Vendor Signature Authority Form (Corporate Resolution)	Non-Discrimination Certification Contractor/Vendor Signature Authority Form (Corporate Resolution) OPM Ethics Form 1 OPM Ethics Form 5	Non-Discrimination Certification Contractor/Vendor Signature Authority Form (Corporate Resolution) OPM Ethics Form 1 OPM Ethics Form 5 OPM Ethics Form 6
subcontractors & consultants engaged after the contract is executed submit form <u>after contract execution</u>			OPM Ethics Form 6
submit form <u>annually</u> if multi-year contract		OPM Ethics Form 1	

A sample copy of the UCHC standard contract will accompany this ITB.

DESCRIPTION OF FORMS

Non-Discrimination Certification accompanies all State contracts, regardless of type, term, cost, or value, pursuant to Connecticut General Statutes §§4a-60(a)(1) and 4a-60a(a)(1), as amended. It must be signed by the same person who signs the contract at time of contract execution. This certification can be viewed on the following website:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

UCHC's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in UCHC Policy Number 2002-44 at the following website: http://www.policies.uchc.edu/policies/policy_2002_44.pdf. 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.

Contractor/Vendor Signature Authority Form (Corporate Resolution) accompanies all State contracts. The format of the Signature Authority Form will vary depending on how the contractor company is organized (for example, Corporation, LLC, Partnership, etc.). The date when signature authority was granted by the company (for example, at a Board of Directors meeting or in Corporate By-Laws) must be on or before the date when the contract is signed. The Signature Authority Form must be signed on or after the date when the contract is signed. The person signing the Signature Authority Form cannot sign the contract unless the contractor is an individual, sole proprietorship or sole member LLC.

OPM Ethics Form 1 (Gift and Campaign Contribution 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. ***This form must be signed annually if a multi-year contract.*** This certification can be viewed on the following website:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806#Form.

OPM Ethics Form 5 (Consulting Agreement 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. The completed form is submitted with the bid or proposal and again by the contractor to the awarding State agency at the time of contract execution. This certification can be viewed on the following website:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806#Form.

OPM Ethics Form 6 (Affirmation of Receipt of State Ethics Laws Summary) accompanies a large State construction contract or a large State procurement contract with a cost of **more than \$500,000**. The completed form is submitted with the bid or proposal and again by the contractor to the awarding State agency at the time of contract execution. When applicable, OPM Ethics 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. This certification can be viewed on the following website: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806#Form.

For Further Information regarding OPM Forms, Contact:

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

DEFINITIONS

Cost - means the dollar amount (or equivalent benefit) expended by the State in accordance with the contract.

Value - means the dollar amount (or equivalent benefit) expended or received by the State in accordance with the contract.

Large State construction contract or Large State procurement contract - means any contract, having a cost of more than \$500,000 for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in section 4a-50, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building



**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

Affidavit to accompany a bid or proposal 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). For sole source or no bid contracts the form is submitted at time of contract execution.

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 contractor 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 contractor 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 there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), 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 Contractor Signature of Principal or Key Personnel 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

Written or electronic 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.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation 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.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

STATE OF CONNECTICUT
 UNIVERSITY OF CONNECTICUT HEALTH CENTER



Margaret Gilbert

Buyer Name

mgilbert@adp.uchc.edu

Buyer E-mail Address

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

ITB NUMBER	BID DUE DATE:	BID DUE TIME:
FCL-03-00311	January 9, 2012	2:30 PM (EST)
ITB TITLE:	UConn MARB Retro Commissioning Project 09-609 (Re-Bid of FCL-03-00293)	

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 ("ITB").
2. The time and date Bids are due is given in each ITB. Bids received after the specified due date and time given in each ITB shall not be considered and shall be returned unopened. ITB envelopes must clearly indicate the ITB 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 ITB 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 ITB, 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 ITB.
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 ITB, 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 ITB 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 ITB:
 - 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 ITB 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 ITB 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 ITB 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 ITB, 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 ITB.
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 ITB 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 ITB.

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 ITB 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 ITB 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 ITB is not a contract and, alone, shall not be interpreted as such. Rather, this ITB 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 ITB may then serve as the basis for a contract that will be negotiated and executed between UCHC and the selected Bidder(s). This ITB 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 ITB process again.
41. UCHC's standard contract and samples of the required State of Connecticut certifications and affidavits are attached to this ITB. 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 ITB.
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 ITB, 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 ITB 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 ITB-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 ITB is a sample Non-Discrimination Certification form. The Bidder's submission in response to this ITB 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 ITB 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.