Margaret Gilbert
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860-284-5873
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# UNIVERSITY OF CONNECTICUT HEALTH CENTER

**Procurement Operations & Contracts**
**263 Farmington Avenue, MC4036**
**Farmington, CT 06032-4036**

| ITB NUMBER: | BID DUE DATE: | BID DUE TIME: | ITB SURETY: |
|---|---|---|---|
| UCHC4-68104848 | December 7, 2015 | 2:00 PM EST | 10% Bid Bond with Respons |
| ITB TITLE: | Project 16-001 Office Space Renovation – 16 Munson Road - Sponsored Programs | | |

## UConn Health Overview

UConn Health is a vibrant, integrated academic medical center based in Farmington, Connecticut – a popular suburb of the state's capitol of Hartford. It is home to the School of Medicine, School of Dental Medicine, John Dempsey Hospital, UConn Medical Group, UConn Health Partners, University Dentists and a thriving research enterprise.

UConn Health is at the center of Bioscience Connecticut, which will strengthen Connecticut's position as a national and global leader for bioscience innovation and improve access to quality health care for Connecticut citizens for generations to come.

With approximately 5,000 employees, UConn Health is a major economic driver in the region. It is closely linked with the University of Connecticut's main campus in Storrs through multiple, cross-campus projects.

The goods and/or services that UConn Health is seeking to obtain through this ITB will support UConn Health's mission of helping people achieve and maintain healthy lives and restoring wellness/health to maximum attainable levels.

Additional information about UConn Health's health care services, educational programs, research, community outreach, campus, Board of Directors, executive and administrative leadership, and mission, vision, values and goals are available on the UConn Health website, at http://www.uchc.edu/about/index.html.

UCONN HEALTH

**INVITATION TO BID**
**ACKNOWLEDGMENT: RECEIPT OF ITB DOCUMENTS**
**UCHC ITB-01 Form**
Rev. 1/15

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**NOTE: Please complete and return this acknowledgement as soon as possible to the email address or fax number indicated above. This document is crucial for bid follow-up.**

**Please check one of the following boxes:** ☐ Submitting a bid ☐ NOT submitting a bid

**Complete the following information:**

| | |
|---|---|
| Firm/Corporation Name: | |
| Street Address: | |
| City, State, Zip Code: | |
| Contact Name/Title: | |
| Phone Number: | |
| Fax Number: | |
| E-mail Address: | |

UCONN HEALTH

**INVITATION TO BID**
**BIDDER'S CHECKLIST**
**UCHC ITB-02 Form**
Rev. 1/15

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# UNIVERSITY OF CONNECTICUT HEALTH CENTER

## Procurement Operations & Contracts
## 263 Farmington Avenue, MC4036
## Farmington, CT 06032-4036

| ITB NUMBER: | BID DUE DATE: | BID DUE TIME: | ITB SURETY: |
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| ***IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION ITEM AS YOU COMPLETE IT*** | **CHECK** |
|---|---|
| **1.** Form UCHC ITB-01 (Acknowledgement: Receipt of ITB Documents) was completed and returned at least 48 hours before the bid due date and time. | ☐ |
| **2.** Form UCHC ITB-03 (Bidder's Info, Debarment & W-9) is fully completed, signed in the appropriate location by an authorized representative and included with your bid. | ☐ |
| **3.** Form UCHC ITB-04 (Bidder's Response Spreadsheet) is included with your bid and contains the following: | |
| **a.** Bidder's name is located in the upper right corner. | ☐ |
| **b.** Responses have been entered for all information and pricing requested. (For ease of identification, the fields that require data entry are highlighted in green). | ☐ |
| **c.** You have attached copies of any documents required as a result of your responses. | ☐ |
| **d.** The bid prices indicated were reviewed and verified. | ☐ |
| **e.** The price extensions and totals were reviewed and verified. In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation. | ☐ |
| **f.** 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 may result in rejection of that portion of the bid. | ☐ |
| **4.** If required, any technical or descriptive literature, drawings, or bid samples are included with your bid. | ☐ |
| **5.** Form UCHC ITB-05 (CHRO Contract Compliance) was completed in its entirety, signed and submitted with your bid, even if the business is family owned or operated, and regardless of the number of employees. Non-compliance may result in bid rejection. | ☐ |
| **6.** Form UCHC ITB-06 (SEEC Form 10 Compliance) was completed in its entirety, signed and submitted with your bid. Non-compliance may result in bid rejection. | ☐ |
| **7.** All required documents identified on Form UCHC ITB-07 (Affidavits and Certifications) were completed and uploaded to the Company's profile on BizNet, and the signed form UCHC ITB-07 is included with your bid. | ☐ |
| a) **Nondiscrimination Certification** – Any contract value | ☐ |
| b) **OPM Ethics Form 5** (Consulting Agreement Affidavit) – contracts valued at $50,000 or more | ☐ |
| c) **OPM Ethics Form 6** (Affirmation of Receipt of State Ethics Laws Summary) – Large state construction or procurement contracts valued at $500,000 or more. *(if applicable)* | ☐ |
| d) **OPM Ethics Form 7** (Iran Certification) – Large state contracts valued at $500,000 or more. *(if applicable)* | ☐ |
| **8.** Form UCHC ITB-09 (Business Associate Agreement) was signed and submitted with your bid. *(if applicable)* | ☐ |
| **9.** Form UCHC ITB-10 (Addendum) was signed and submitted with your bid. *(if applicable)* | ☐ |

| | | |
|---|---|---|
| **10.** | Form UCHC ITB-11 (Addendum Q & A) was signed and submitted with your bid. *(if applicable)* | ☐ |
| **11.** | Form UCHC ITB-04 Bidder's Response Spreadsheet was completed in its entirety. | ☐ |
| **12.** | Freight quotes and shipping details were submitted to Megalogistics via email at palazzini@uchc.edu. *(if applicable)* | ☐ |

**NOTE:** The bid is to be mailed or hand-delivered in time to be received no later than the designated bid due date and time. Late bids are not accepted under any circumstances. Please allow enough time if you are mailing in your bid. It is the Bidder's responsibility to ensure that hand delivered bids are date and time stamped as received by University of Connecticut Health Center's Procurement Department.

a) MAIL: Use the mailing label format and address below when submitting your bid via mail.

| | |
|---|---|
| **SEALED ITB NUMBER:** | UCHC4-68104848 |
| **NOT TO BE OPENED UNTIL:** | December 7, 2015 |
| **RETURN BID TO:** | **University of Connecticut Health Center**<br>**263 Farmington Avenue MC 4036**<br>**Farmington, CT 06032** |

b) HAND DELIVERY: Present hand delivered bids to a representative of the Procurement Department at the following address:

**University of Connecticut Health Center**
**Procurement Department**
**16 Munson Road 2nd Floor**
**Farmington, CT 06032**

**NOTE:** All bids shall become the sole property of the University of Connecticut Health Center and will not be returned. Your submitted bid may be rejected if the following requirements are not met:

a) The following documents have been completed in their entirety and signed by a duly authorized representative of the company where applicable.
- UCHC ITB-03 Bidder's Info, Debarment & W-9
- UCHC ITB-04 Bidder's Response Spreadsheet
- UCHC ITB-05 CHRO Contract Compliance
- UCHC ITB-06 SEEC Form 10 Compliance
- UCHC ITB-07 Affidavits & Certifications
- UCHC ITB-09 Business Associate Agreement *(if applicable)*
- UCHC ITB-10 Addendum *(if applicable)*
- UCHC ITB-11 Addendum Q & A *(if applicable)*

b) Applicable Nondiscrimination Certification and OPM Ethics Forms referenced in item number 7 on the above checklist must be signed, notarized (where applicable), and uploaded to the Company's profile on BizNet at the following website: https://www.biznet.ct.gov/AccountMaint/Login.aspx.

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 "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 "Nondiscrimination Certification" at the following website:** http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806
- **Refer to "OPM Ethics Forms" at the following website:** http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038

UCONN HEALTH

**INVITATION TO BID**
**BIDDER'S INFO, DEBARMENT & W-9**
**UCHC ITB-03 Form**
Rev. 11/15

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# UNIVERSITY OF CONNECTICUT HEALTH CENTER

## Procurement Operations & Contracts
## 263 Farmington Avenue, MC4036
## Farmington, CT 06032-4036

| ITB NUMBER: | BID DUE DATE: | BID DUE TIME: | ITB SURETY: |
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| UCHC4-68104848 | December 7, 2015 | 2:00 PM EST | 10% Bid Bond with Respons |
| **ITB TITLE:** | Project 16-001 Office Space Renovation – 16 Munson Road - Sponsored Programs | | |

**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 University of Connecticut Health Center for furnishing the commodities and/or services described in this ITB.

**IMPORTANT:** ALL pages of this form must be completed, signed and returned by the Bidder as part of the bid package. Failure to complete and submit all pages may constitute grounds for rejection of your bid. By completing this form, the Bidder agrees that it complies with all applicable UConn Health policies and procedures, federal, state, and local laws and regulations, including but not limited to Sections 10a-151a and 10a-151b, 4a-60 and 4a-60a of the Connecticut General Statutes as amended.

## SECTION 1 of 4: **BIDDER INFORMATION**

| | |
|---|---|
| COMPLETE LEGAL BUSINESS NAME: | TAXPAYER ID NUMBER (TIN): |
| BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE): | WILL CONTRACT BE WITH DBA? (IF APPLICABLE): ☐ YES ☐ NO |
| PRINCIPAL PLACE OF BUSINESS (CITY & STATE): | IS YOUR BUSINESS A HUMAN TISSUE SUPPLIER? ☐ YES ☐ NO |
| LIST TYPES OF PRODUCTS AND OR SERVICES PROVIDED: | |

**NOTE:** IF YOUR BUSINESS IS AN *INDIVIDUAL/SOLE PROPRIETOR*, INDIVIDUAL'S NAME MUST APPEAR IN THE COMPLETE LEGAL BUSINESS NAME BLOCK ABOVE. IF YOUR BUSINESS IS A *PARTNERSHIP*, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS.

| | |
|---|---|
| IS YOUR BUSINESS CURRENTLY A **STATE OF CT** *CERTIFIED* SMALL BUSINESS ENTERPRISE? IF SO, PLEASE ATTACH A COPY OF THE CERTIFICATE? (PLEASE CHECK) ☐ YES ☐ NO | IS IT POSSIBLE THAT WORK WILL BE PERFORMED **OFFSHORE** (OUTSIDE OF THE UNITED STATES OR A U.S. TERRITORY)? (PLEASE CHECK) ☐ YES ☐ NO |

IS YOUR BUSINESS CURRENTLY REGISTERED WITH THE STATE OF CT SECRETARY OF THE STATE'S OFFICE TO DO BUSINESS IN THE STATE OF CT? (PLEASE CHECK) ☐ YES ☐ NO

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

_____ _____

_____ _____

_____ _____

| CORPORATE ADDRESS: | | REMITTANCE ADDRESS: |
|---|---|---|
| ADDRESS: | | |
| ADDRESS: | | |
| CITY, STATE, ZIP CODE: | | |
| TELEPHONE NUMBER: | | |

| PURCHASE ORDER DISTRIBUTION: | |
|---|---|
| **PLEASE INDICATE THE BEST METHOD OF PURCHASE ORDER DISTRIBUTION** (PLEASE CHECK): ☐ FAX ☐ E-MAIL | |
| CONTACT NAME: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |
| E-MAIL ADDRESS: | |

## SECTION 2 of 4: **AFFIRMATION OF BIDDER**

I _____ BEING A DULY AUTHORIZED REPRESENTATIVE OF _____
NAME OF AUTHORIZED PERSON — COMPLETE LEGAL BUSINESS NAME

("BIDDER") HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT AS FOLLOWS, REGARDING ITB NUMBER UCHC4-68104848
Project 16-001 Office Space Renovation – 16 Munson Road - Sponsored Programs:

1. BIDDER AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS INCLUDED IN THIS ITB.
2. ALL THE INFORMATION SUPPLIED IN RESPONSE TO THIS ITB IS COMPLETE AND TRUE.
3. DOCUMENTATION OF MY AUTHORITY TO BIND BIDDER IS APPENDED HERETO.

| SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE NAMED BUSINESS: SIGN HERE | DATE EXECUTED: |
|---|---|
| NAME OF AUTHORIZED PERSON: | TITLE OF AUTHORIZED PERSON: |

SECTION 3 of 4: **DEBARMENT CERTIFICATION**

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

### INSTRUCTIONS FOR CERTIFICATION

1) By signing and submitting this application, 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, UConn Health 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 application 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," "application," 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 application 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 UConn Health.
6) The prospective recipient of Federal assistance funds further agrees by submitting this application 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, UConn Health 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 application, 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 application.

Complete Legal Business Name

Name of Authorized Representative

Title of Authorized Representative

Signature

Date

SECTION 4 of 4: **W-9**

**W-9 FOLLOWS ON THE NEXT PAGE**

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# 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:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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.

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

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

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

**Future developments**. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### 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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

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

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

**TO ALL LABOR UNIONS, WORKERS 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 CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. 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 the Commission's responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and

2. Agrees to include the provisions of CONN. GEN. STAT. 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, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;

2. 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. Shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer;

4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and
46a-68f; and

5. 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, GENDER IDENTITY OR EXPRESSION:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation, gender identity or expression 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 CONN. GEN. STAT. 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
AFFIRMATNE ACTION AND CONTRACT COMPLIANCE UNIT
25 Sigourney Street
Hartford, Connecticut 06106
860-541-4709

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)

| | |
|---|---|
| White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.<br>Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.<br>Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race. | Asian or Pacific Islander- 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.<br>American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition. |

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

| | |
|---|---|
| Company Name<br>Street Address<br>City & State<br>Chief Executive | Bidder Federal Employer (LAST 4 DIGITS ONLY)<br>Identification Number_XX-XXX_____<br>Or<br>Social Security Number_XXX-XX-_____ |
| Major Business Activity<br>(brief description) | Bidder Identification<br>(response optional/definitions on page 1)<br>-Bidder is a small contractor. Yes No<br>-Bidder is a minority business enterprise Yes No<br>(If yes, check ownership category)<br>Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female |
| Bidder Parent Company<br>(If any) | - Bidder is certified as above by State of CT Yes No |
| Other Locations in Ct.<br>(If any) | - DAS Certification Number _____ |

### PART II - Bidder Nondiscrimination Policies and Procedures

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

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes No

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

## PART IV - Bidder Employment Information

Date:

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

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

PART V - Bidder Hiring and Recruitment Practices

| 1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used) | | | | 2. Check (X) next to 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 | | | 0.00% | | Work Experience | |
| Private Employment Agencies | | | 0.00% | | Ability to Speak or Write English | |
| Schools and Colleges | | | 0.00% | | Written Tests | |
| Newspaper Advertisement | | | 0.00% | | High School Diploma | |
| Walk Ins | | | 0.00% | | College Degree | |
| Present Employees | | | 0.00% | | Union Membership | |
| Labor Organizations | | | 0.00% | | Personal Recommendation | |
| Minority/Community Organizations | | | 0.00% | | Height or Weight | |
| Others (please identify) | | | 0.00% | | Car Ownership | |
| | | | 0.00% | | Arrest Record | |
| | | | 0.00% | | 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) |
|---|---|---|---|
| | | | |

**SEEC FORM 10**
**CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION**
**Rev. 1/11**


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

***Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents***

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 resulting 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.

# SEEC FORM 10

**CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION**
**Rev. 1/11**


## 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.

# SEEC FORM 10

**CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION**
**Rev. 1/11**


## ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

**NAME OF SIGNER**

| First Name | MI | Last Name | Suffix |
|---|---|---|---|
| | | | |

**TITLE**

**COMPANY NAME**

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"

UCONN HEALTH

**INVITATION TO BID**
**AFFIDAVITS & CERTIFICATIONS**
**UCHC ITB-07 Form**
Rev. 1/15

Margaret Gilbert
*Buyer*
860-679-1988
*Telephone Number*
mgilbert@uchc.edu
*E-mail Address*
860-284-5873
*Fax Number*

# UNIVERSITY OF CONNECTICUT HEALTH CENTER
## Procurement Operations & Contracts
## 263 Farmington Avenue, MC4036
## Farmington, CT 06032-4036

| ITB NUMBER: | BID DUE DATE: | BID DUE TIME: | ITB SURETY: |
|---|---|---|---|
| UCHC4-68104848 | December 7, 2015 | 2:00 PM EST | 10% Bid Bond with Respons |
| ITB TITLE: | Project 16-001 Office Space Renovation – 16 Munson Road - Sponsored Programs | | |

**INSTRUCTIONS:** The chart below identifies which documents are required during the bid and contract process. All documents are located on the State of CT Office of Policy & Management's website at:

**Nondiscrimination Certification -** http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806
**OPM Ethics Forms -** http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038

The required documents **MUST** be uploaded to your Company's profile on the BizNet website located at https://www.biznet.ct.gov/AccountMaint/Login.aspx. For instructions on how to upload the documents, please view the following: http://das.ct.gov/images/1090/Upload%20Instructions.pdf.

| WHEN TO UPLOAD ON BIZNET | REQUIRED OPM ETHICS FORMS & NON-DISCRIMINATION CERTIFICATION TO BE SIGNED BY CONTRACTOR | | | |
|---|---|---|---|---|
| | ALL Contracts *regardless of* cost or value | ALL Contracts cost or value *$50,000 or more* | ALL Contracts cost of *$500,000 or more* | ONLY Construction or Procurement Contracts cost of *$500,000 or more* |
| **Prior to** bid or proposal submission | Nondiscrimination Certification | OPM Ethics Form 5 | OPM Ethics Form 7* | OPM Ethics Form 6** |
| **At time of** contract execution | Nondiscrimination Certification | OPM Ethics Form 1<br>OPM Ethics Form 5 | OPM Ethics Form 7* | OPM Ethics Form 6** |
| **After** contract execution, no later than 15 days after the request of such agency, institution or quasi-public agency for such affirmation from subcontractors & consultants when applicable. | | | | OPM Ethics Form 6** |
| No later than 14 days **after** the twelve-month anniversary of the most recently filed and/or updated representation or documentation | Nondiscrimination Certification | OPM Ethics Form 1 | | |
| No later than 30 days **after** the effective date of such change to the most recently filed document. | Non-Discrimination Certification | OPM Ethics Form 1<br>OPM Ethics Form 5 | | OPM Ethics Form 6** |

* **OPM Ethics Form 7 - Large state contract** means an agreement or a combination or series of agreements between a state agency or a quasi-public agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars in a calendar or fiscal year, for

(A) a project for the construction, alteration or repair of any public building or public work,
(B) services, including, but not limited to, consulting and professional services,
(C) the procurement of supplies, materials or equipment,
(D) a lease, or
(E) a licensing arrangement.

** **OPM Ethics Form 6 - Large state construction or procurement contract** means any contract, having a cost of more than five hundred thousand dollars, 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.

---

**PLACE A CHECK NEXT TO THE FORM THAT WAS COMPLETED AND UPLOADED ON BIZNET**

☐ **Nondiscrimination Certification**

Form A – Representation by Individual *(Regardless of Value)*
Form B – Representation by Entity *($50,000 or less)*
Form C – Affidavit by Entity *($50,000 or more)*

☐ **OPM Ethics Form 5** – Consulting Agreement Affidavit *($50,000 or more)*

☐ **OPM Ethics Form 6** – Affirmation of Receipt of State Ethics Laws Summary *($500,000 or more)*

☐ **OPM Ethics Form 7** – Iran Certification *($500,000 or more)*

I _____ being a duly authorized representative of _____

*NAME OF AUTHORIZED PERSON* *COMPLETE LEGAL BUSINESS NAME*

hereby certifies that I/We have completed the required forms and uploaded the documents on BizNet.

| | |
|---|---|
| Name of Authorized Representative | Title of Authorized Representative |
| Signature | Date |

UCONN HEALTH

**INVITATION TO BID**
**ITB TERMS & CONDITIONS**
**UCHC ITB-08 Form**
Rev. 1/15

Margaret Gilbert
*Buyer*
860-679-1988
*Telephone Number*
mgilbert@uchc.edu
*E-mail Address*
860-284-5873
*Fax Number*

# UNIVERSITY OF CONNECTICUT HEALTH CENTER

## Procurement Operations & Contracts
## 263 Farmington Avenue, MC4036
## Farmington, CT 06032-4036

| ITB NUMBER: | BID DUE DATE: | BID DUE TIME: | ITB SURETY: |
|---|---|---|---|
| UCHC4-68104848 | December 7, 2015 | 2:00 PM EST | 10% Bid Bond with Respons |
| ITB TITLE: | Project 16-001 Office Space Renovation – 16 Munson Road - Sponsored Programs | | |

**These terms and conditions govern all Invitations to Bid (ITBs) issued by the University of Connecticut Health Center (UConn Health). All applicable provisions of the Connecticut General Statutes and Regulations of Connecticut State Agencies are incorporated by reference into these terms and conditions. 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 complete and conform to all instructions, terms and conditions of this ITB. UConn Health may reject in whole or in part any bid if in its judgment the best interests of UConn Health will be served by doing so.
2. Bids must be submitted to, received by, and stamped (physically or electronically) as received by UConn Health's Procurement Department on such forms as UConn Health makes available. The address/location for bid submission is specified in this ITB. Telephone or facsimile bids will not be accepted.
3. The date and time that bids are due is specified in this ITB. Bids received after the specified due date and time will not be considered.
4. No additions or changes to any bid will be allowed after the bid due date and time, unless such modification is specifically requested by UConn Health. UConn Health, at its option, may seek bidder retraction and/or clarification of any discrepancy or contradiction found during its review of bids.
5. The sealed envelope containing the bid must be clearly marked with the ITB number, the bid due date and time, and the bidder's name and address.
6. Bids must be computer prepared, typewritten or handwritten in ink, on the forms provided by UConn Health. Bids submitted in pencil shall be rejected. Submission of incomplete responses/forms may result in the rejection of the bid.
7. 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 specifications, terms or conditions of the ITB, including UConn Health's purchase order or standard contract language.
8. Alternate bids will not be considered, unless they are specifically requested by UConn Health. An alternate bid is defined as one which is submitted in addition to the bidder's primary response to the ITB.
9. Bidders must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that UConn Health deems to be necessary or appropriate to fully establish the performance capabilities represented in their bids.
10. Bidders are responsible for all costs and expenses incurred in the preparation of bids and any subsequent work on the bid that is required by UConn Health.
11. All bids must be signed by a person duly authorized to sign bids on behalf of the bidder. Alterations or corrections to bidder's original response and any copies submitted must be initialed by the person signing the bid or his/her authorized designee. If an authorized designee initials an alteration/correction,

written authorization from the person signing the bid to the person initialing the correction must be attached to the bid. Noncompliance with these instructions may result in rejection of the bid in its entirety, or for those items altered/corrected.

12. By submitting a bid, the bidder warrants, represents, and certifies that:
    a. The bid is not made in connection with any other bidder submitting a bid for the same commodity and is in all respects fair and without collusion or fraud.
    b. The prices quoted were arrived at independently, without consultation, communication, or agreement with any other individual or entity for the purpose of restricting competition in connection with this ITB.
    c. Unless otherwise required by law, bidder has not knowingly disclosed its price response directly or indirectly to any other individual or entity.
    d. No attempt has been made, or will be made, by the bidder to induce any other individual or entity to submit or not to submit a bid for the purpose of restricting competition.
    e. No elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement, and bidder shall notify UConn Health immediately if bidder becomes aware of a potential or actual conflict of interest. Bidder further acknowledges that any award resulting from this ITB may be terminated by UConn Health if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or the bidder's employees or representatives.
    f. If this is a bid for a "state contract" as defined in Section 9-612 of the Connecticut General Statutes, having a value of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more in a calendar year, the bidder has received the State Elections Enforcement Commission's notice advising state contractors, prospective state contractors and their principals of state campaign contribution and solicitation prohibitions.
13. Each bid is a binding commitment on the part of the bidder, which UConn Health may incorporate by reference or otherwise, into any order and/or contract with that bidder. The bid must 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 award/contract that results from this ITB.
14. The awarded bidder shall be bound by UConn Health's terms and conditions of purchase at the time of award. This ITB includes a sample of or electronic link to the required terms and conditions, which may be in the form of a purchase order and/or a counter-signed contract, at UConn Health's discretion.
15. All bids submitted become the sole property of UConn Health and will not be returned.
16. All bids are subject to public inspection after the bid has been awarded.

**Price Quotes**

17. Bidders must honor their quoted prices for a period of one hundred eighty (180) days from the due date of the bid. Bidders may, at their option, agree to honor their quoted prices for a longer period of time.
18. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices must be extended in decimal, not fraction.
19. 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.
20. To enable an accurate comparison of price submissions, each bidder's response must clearly and completely list all costs associated with the goods/services requested by this ITB. This ITB's pricing response form or other instructions may require certain costs, such as shipping and handling, to be broken out or itemized separately. Bids must comply with all such instructions and pricing must be entered directly into the fields on the form(s) included with this ITB. Bidders will not be permitted to add any categories of costs or other amounts to their total price submission after award.

**Freedom of Information**

21. 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 this ITB are subject

to the Connecticut Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting therefrom. It is not sufficient for bidders to merely state generally that their bid is proprietary or confidential in nature. Any sentences, paragraphs, pages or sections which a bidder believes to be exempt from disclosure under the FOIA must be specifically identified as such, and a convincing explanation and rationale for each exemption, consistent with the FOIA provisions, must accompany the bid. The explanation and rationale 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 material is legally exempt from release pursuant to the FOIA. In no event shall UConn Health have any liability for the disclosure of any documents or information in its possession which UConn Health believes are required to be disclosed pursuant to FOIA or other requirements of law.

**Samples**

22. 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 any accepted sample.

23. Samples shall be furnished free of charge. Bidders must indicate if return of any sample is desired. UConn Health shall comply with such request provided samples are returned at bidder's sole cost and expense, FCA UConn Health's facility (Incoterms 2010), and that they have not been made useless by testing. If they are made useless by testing, UConn Health may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

**Guaranty or Surety**

24. Bid and/or performance bonds may be required. Bonds must meet the following requirements: If bidder is a corporation, the bond must be signed by an official of the corporation above his/her official title with corporate seal affixed over the signature; if bidder is a firm or partnership, the bond must be signed by all partners "doing business as" bidder entity; if bidder is an individual, the bond must be signed by the owner, identified as "Owner." The surety company executing or countersigning the bond must be licensed in Connecticut. The bond must be signed by an official of the surety company with the corporate seal affixed over his/her 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 must be submitted with the bond.

**Award**

25. Notice of award will be made to the "lowest responsible qualified bidder(s)" as defined by Section 4a-59 of the Connecticut General Statutes, in accordance with the criteria set forth in the ITB.

26. The identified lowest responsible qualified bidder has ten (10) days after notice to refuse acceptance of the award. At UConn Health's sole discretion, after ten (10) days, the award may be binding; in that case, UConn Health's issuance of a purchase order to the notified bidder will obligate that bidder to provide the requested goods/services at the prices contained in the bid. If the notified bidder refuses acceptance of the award within the ten-day period, notice will be made to the next lowest responsible qualified bidder(s).

27. UConn Health reserves the right to make an award to multiple bidders.

28. The awarded bidder shall not expect or require UConn Health to issue a purchase order to, or sign a contract with, any other individual or entity for the goods/services that the bidder included in its bid.

29. UConn Health may reject the bid of any bidder that is, or has a principal/member who is, in default of any prior contract or guilty of misrepresentation.

30. UConn Health may correct inaccurate awards resulting from clerical or administrative errors. This may include, in extreme circumstances, revoking an award already made to a bidder and subsequently awarding the bid to another bidder. Such action shall not constitute a breach of contract by UConn Health since the award to the initial bidder is deemed to be void and of no effect as if no contract ever existed between UConn Health and such bidder.

31. The award is contingent upon the awarded bidder's acceptance of all of the terms and conditions in UConn Health's purchase order and/or standard contract (at UConn Health's discretion) and bidder's execution of the applicable required State of Connecticut certifications and affidavits. Samples of, or electronic links to, the relevant documents are included with this ITB.

32. Any award and any acquisition of goods/services resulting from this ITB are contingent upon UConn Health's ability to cancel such award and/or

acquisition, without penalty, if the applicable funds are not available for required payment or if the goods or services fail to meet UConn Health's minimum criteria for acceptance or performance reliability.

33. UConn Health's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in Policy Number 2002-44. UConn Health will not knowingly award business to a bidder that discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statues.

34. Purchases resulting from an award of this ITB will be in compliance with all applicable laws and regulations. Specifically, and without limiting the foregoing, this bid is subject to the provisions of the following Executive Orders: Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, regarding nondiscrimination clauses in state contracts; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, regarding the posting of job openings with the Connecticut State Employment Service; Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, regarding prevention of violence in the workplace; Executive Order No. Fourteen of Governor M. Jodi Rell, promulgated April 17, 2006, regarding the use of cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities; and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, establishing the State Contracting Standards Board.

35. The awarded bidder shall comply with UConn Health and 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, having jurisdiction in the premises.

**Oral Agreement or Arrangements**

36. Any alleged oral agreements or arrangements made by UConn Health employees or representatives will be disregarded in both the bid evaluation and any associated award.

**Subletting or Assigning of Award**

37. Regardless of whether a bid references the names of, or incorporates quotes from, other individuals or entities, UConn Health has sole discretion as to whether the awarded bidder is allowed to utilize subcontractor(s) to perform any part of the award. If UConn Health allows subcontracting:

    a. the awarded bidder must obtain UConn Health's express written authorization to subcontract;

    b. the awarded bidder must still provide the majority of services described in this ITB;

    c. any subcontractor(s) must be approved by UConn Health prior to commencing any work;

    d. the awarded bidder shall not prohibit UConn Health from communicating directly with any subcontractor;

    e. the awarded bidder shall be solely responsible for all payment of costs and fees charged by the subcontractor(s);

    f. UConn Health shall not be required to enter into a direct contractual relationship with any of the awarded bidder's subcontractors; and

    g. the awarded bidder shall promptly provide a performance evaluation of any subcontractor to UConn Health upon request.

38. The award resulting from this ITB may not be assigned by the awarded bidder without the express written permission of UConn Health.

**Acceptance of UConn Health Terms and Conditions**

39. 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 the lowest responsible qualified bidder(s) identified, the relevant bid(s) and this ITB may then serve as the basis for a contract that will be effective upon UConn Health's issuance of a purchase order to the awarded bidder(s) referencing the ITB and bid response, and/or (at UConn Health's discretion) the execution of a contract by UConn Health and the awarded bidder(s). This ITB and the bid may be referenced in and/or attached to the purchase order and/or contract. If the lowest responsible qualified bidder refuses to accept UConn Health's purchase order or contract terms and conditions, UConn Health may make the award to the next lowest responsible qualified bidder(s). UConn Health may decide at any time to start the ITB process again.

40. Samples of and/or electronic links to UConn Health's required terms and conditions in the form of a purchase order and/or contract, and the required State

of Connecticut certifications and affidavits, are included with this ITB. By submitting a bid, the bidder acknowledges that it has read all of the documents, and that it understands that the successful bidder(s) will be expected to agree to all of UConn Health's required terms and conditions without exception, and sign all applicable documents, including (at UConn Health's discretion) UConn Health's standard contract. Refusal to do so may result in the award being made to the next lowest responsible qualified bidder(s).

41. In accordance with Section 4a-81 of the Connecticut General Statutes, bidders are notified that 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 a written affidavit from one of the bidder's principals or key personnel attesting as to whether any consulting agreement has been entered into in connection with the contract being awarded. 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. Such affidavit shall: be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit; be subject to the penalties of false statement; and 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. If there is any change in the information contained in the most recently filed, an updated affidavit shall be submitted either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier. If a bidder refuses to submit the affidavit required by C.G.S. § 4a-81, the bidder shall be disqualified.

42. In accordance with Section 4-252 of the Connecticut General Statutes, bidders are notified that no state agency shall execute a large state contract unless the state agency obtains a written certification from one of the bidder's principals or key personnel, certifying that: (1) no gifts were made by (A) the bidder, (B) any of bidder's principals and key personnel who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any of bidder's agents who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency; (2) no such principals, key personnel or agents of the bidder knows of any action by the bidder to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the bidder to provide a gift to any such public official or state employee; and (3) the bidder is submitting bids or proposals without fraud or collusion with any person. Each 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. If there is any change in the information contained in the most recently filed certification, an updated certification shall be submitted either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. An accurate, updated certification must also be submitted not later than 14 days after the 12-month anniversary of the most recently filed certification or updated certification. If a bidder refuses to submit the certification required by C.G.S. § 4-252, the bidder shall be disqualified. Definitions of the terms "gift,"

"public official," "state employee," "state agency," "large state contract," "principals and key personnel," and "participated substantially" are provided in Section 4-250 of the Connecticut General Statutes.

**Ownership of Goods/Services**

43. Any goods/services, whether acceptable or unacceptable, first developed or reduced to practice under an award made as a result of this ITB shall be the sole property of UConn Health unless otherwise agreed to in writing by UConn Health.

**Performance and Payments**

44. Under no circumstances shall the awarded bidder begin to perform prior to the effective date of any contract created by the issuance of a purchase order or the execution of an agreement by UConn Health and the awarded bidder. UConn Health shall have no obligation to bidders who begin performance prior to execution of a contract or receipt of UConn Health's purchase order.
45. All payments shall adhere to the pricing and terms contained in the bid and agreed to by UConn Health.

**Evaluation of Performance**

46. During or after the term of any award that results from this ITB, UConn Health may conduct evaluations of the awarded bidder's performance. The awarded bidder shall cooperate with UConn Health in any such evaluations and work with UConn Health to correct any deficiencies noted.

**Amendment or Cancellation**

UConn Health reserves the right to cancel, amend, modify or otherwise change this ITB at any time if it deems such action to be in the best interest of UConn Health.

Margaret Gilbert
*Buyer*
860-679-1988
*Telephone Number*
mgilbert@uchc.edu
*E-mail Address*
860-284-5873
*Fax Number*

# UNIVERSITY OF CONNECTICUT HEALTH CENTER

**Procurement Operations & Contracts**
**263 Farmington Avenue, MC4036**
**Farmington, CT 06032-4036**

| ITB NUMBER: | BID DUE DATE: | BID DUE TIME: | ITB SURETY: |
|---|---|---|---|
| UCHC4-68104848 | December 7, 2015 | 2:00 PM EST | 10% Bid Bond with Respons |
| ITB TITLE: | Project 16-001 Office Space Renovation – 16 Munson Road - Sponsored Programs | | |

## UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT

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

(a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under this business associate contract (this "Contract") in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E; and

(c) The University of Connecticut Health Center, a State of Connecticut Agency ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (Pub. L. 111-5, §§ 13400 to 13423) ("HITECH Act"), and more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

(e) Definitions.

(1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.

(2) "Business Associate," as that term is defined in 45 C.F.R. § 160.103, shall mean the Contractor.

(3) "Covered Entity" shall mean the Agency.

(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 part 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, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate 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 Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(f) Obligations and Activities of Business Associate.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Contract or any other duly executed agreement with Covered Entity or as Required by Law.

(2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Contract and in accordance with HIPAA standards.

(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 Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Contract or any other duly executed agreement with Covered Entity or any security incident of which it becomes aware.

(6) Business Associate agrees, in accordance with 45 C.F.R. §§ 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, 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. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

(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 designated by the Covered Entity.

(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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with the HIPAA Standards.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (f)(10) of this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

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

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 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;

(C) provide a copy of the Individual's PHI in an electronic health record; or

(D) amend PHI in the Individual's designated record set,

the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

(15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:

(A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract or any other duly executed agreement with Covered Entity, and

(B) 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 by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with 45 C.F.R. part 164, subpart D, and this Contract.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. 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 description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
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 Individual(s) take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and, if so, contact information for said official.

(D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive, of (f)(16)(C) of this Contract and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Covered Entity's direction to assess risk.

(E) If the Covered Entity determines that there has been a Breach by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

(F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach 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.

(G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(g) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions. Except as otherwise limited in this Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract or any other duly executed agreement with Covered Entity, provided that such use or disclosure would not violate the HIPAA Standards 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 Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

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

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

(h) 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(s) 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.

(i) 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 HIPAA Standards 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 Contract.

(j) Term and Termination.

(1) Term. The Term of this Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (f)(10) of this Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

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

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

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

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

(3) Effect of Termination.

(A) Except as provided in the "Termination for Cause" Section of this Contract, above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (f)(10) of this Contract to the Covered Entity within ten business days of the notice of termination. This section 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 Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(k) Miscellaneous Sections.

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

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

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

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

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

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

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that arise 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 this Contract or applicable law, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded under HIPAA, the HITECH Act, or the HIPAA Standards.

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

_____
Contractor Name

_____
Name of Authorized Representative | Title of Authorized Representative

_____
Signature | Date