

INVITATION TO BID  
UCHC-11 Rev. 12/04

Jennifer K. Kelley  
*Purchasing Services Officer*

[jkk1011@adp.uchc.edu](mailto:jkk1011@adp.uchc.edu)  
*Email address*

**STATE OF CONNECTICUT**  
UNIVERSITY OF CONNECTICUT HEALTH CENTER  
PURCHASING DEPARTMENT  
Munson Road Offices  
263 Farmington Avenue  
Farmington CT 06032  
860-679-2408



## Invitation to Bid Specifications & Bid Documents Attached

Bid Number	Issue Date	Due Date & Time
4-1789	May 16, 2007	June 4, 2007 at 3:30 PM
<b>Bid Title:</b>	<b>Service/Maintenance Agreement for Food Service Equipment</b>	

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

Please take a moment to acknowledge receipt of the attached bid documents. Your compliance with this request will help us to maintain proper follow-up procedures while insuring that all vendors have the opportunity to submit a proposal. Print or type the following information:

Company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City or Town: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Received by: \_\_\_\_\_  
email: \_\_\_\_\_

NOTE: Use the label below when submitting sealed bids. Bids may be hand-delivered. Late bids will not be accepted under any circumstances.

<b>SEALED BID NO:</b>	<b>4-1789</b>
<b>NOT TO BE OPENED UNTIL:</b>	<b>June 4, 2007 at 3:30 PM</b>
<b>RETURN BID TO:</b> University of Connecticut Health Center Purchasing Department, Munson Road Offices, MC4036 263 Farmington Avenue Farmington, CT 06032	

**State of Connecticut**  
**University of Connecticut Health Center**  
**BIDDER'S CHECKLIST – READ CAREFULLY**

<b>BID NUMBER:</b> <b>4-1789</b>
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**IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.**

- 1. The Bid Proposal (UCHC-26) must be signed by a duly authorized representative of the company. Unsigned bids automatically rejected.
- 2. The Proposal Schedule (UCHC-16) must be included with your bid and contain the following:
  - a. VENDORS NAME MUST BE IN THE UPPER RIGHT CORNER OF ALL PROPOSAL SCHEDULE PAGES.
  - b. The bid prices you have offered have been reviewed and verified.
  - c. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
  - d. Any errors, alterations, corrections or erasures to unit prices, total prices, etc. must be initialed by the person who signs the proposal or his designee. Such changes made and not initialed mean automatic rejection of proposal.
  - e. The payment terms are Net 30 Days (You may offer cash discounts for prompt payment). Cash Discounts for Net Terms less than 30 days may be considered when evaluating bid pricing. Exception: State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 4a-60j.
  - f. The delivery information block has been completed. Be specific: In most cases, "as ordered" or "as required" is not complete information.
- 3. AFFIDAVITS: The following must be signed, notarized (if required), and returned with bid. Failure to do so may result in bid rejection. (If submitting electronically, rub or trace the Notary Seal with a soft pencil so it will show in the scan.)
  - a. "Form 1 Gift Certification"
  - b. "Form 2 Campaign Contribution Certification"
  - c. "Form 5 Consulting Agreement Affidavit"
  - d. "Form 6A Affirmation of Receipt of Summary Of State Ethics Laws (Bid or Proposal)" must be signed and returned with bid for bids over \$500,000.00. Failure to do so may result in bid rejection
  - e. "SEEC Form 10 - Notice To Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban "
- 4. Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
- 5. If required the amount of bid surety has been checked and the surety has been included.
- 6. Form UCHC-45 (as applicable) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
- 7. Any addenda (UCHC-18) to the bid have been signed and included.
- 8. MAKE SURE TO INCLUDE THE ORIGINAL PROPOSAL SCHEDULE PAGES (UCHC-16) ALONG WITH ONE COPY (unless more copies are requested within the bid specifications).
- 9. The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
- 10. The pre-addressed mailing label has been used on your bid envelope or the bid envelope has been addressed as follows:

<b>SEALED BID NO:</b>	<u>4-1789</u>
<b>NOT TO BE OPENED UNTIL:</b>	<u>June 4, 2007 at 3:30 PM</u>
<b>RETURN BID TO:</b> <b>University of Connecticut Health Center</b> <b>Purchasing Department, Munson Road Offices, MC4036</b> <b>263 Farmington Avenue</b> <b>Farmington, CT 06032</b>	

- 11. The bid is mailed or hand-delivered in-time to be received no later than the designated opening date and time. Late bids are not accepted under any circumstances. Please allow enough time if mailing in your bid. **HAND-DELIVERED BIDS MUST BE DELIVERED TO 16 MUNSON ROAD, FARMINGTON, CT 06032.**

THIS FORM NEED NOT BE RETURNED WITH YOUR BID.

# STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH  
 CENTER

**PURCHASING DEPARTMENT MC4036**

**Jennifer K. Kelley**

*Purchasing Services Officer*

**MUNSON ROAD OFFICES**

**263 Farmington Avenue**

**Farmington, CT 06032**

**860-679-2408**

*Telephone Number*

**Page 1 of 5**

THIS FORM AND  
 REQUIRED PROPOSAL  
 SCHEDULE FORMS  
 MUST BE RETURNED

**Read & Complete**

**Carefully**

BID NO:	BID DUE DATE:	BID DUE TIME:	BID SURETY:	DATE ISSUED:
<b>4-1789</b>	<b>June 4, 2007</b>	<b>3:30 PM</b>	See proposal schedule	<b>May 16, 2007</b>

**DESCRIPTION:** Service/Maintenance Agreement for Food Service Equipment

**TERM OF CONTRACT:** July 1, 2007 through June 30, 2008  
 (with option to renew for two additional 1-year periods)

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

**IMPORTANT: ALL pages of this form, Sections 1 through 4 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form constitutes grounds for rejection of your bid.**

### SECTION 1 of 6: BIDDER INFORMATION

Complete Bidder Legal Business Name:	Taxpayer ID # (TIN):    SSN    FEIN
Write/Type SSN/FEIN Number Above	
Business Name, Trade Name, Doing Business as (If different from above):	
Business Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC Corporation <input type="checkbox"/> LLC Partnership <input type="checkbox"/> LLC Single Member <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Individual/Sole Proprietorship	
Note: If Individual/Sole Proprietor, Individual's Name (As Owner) Must Appear in the Legal Business Name Block above.	
Business Type:        A. Sale Commodities        B. Medical Services        C. Attorneys Fees        D. Rental of Property <div style="text-align: right; font-size: small;">(REAL ESTATE &amp; EQUIPMENT)</div>	
E. Other (Describe in detail)	
Under this TIN, what is the primary type of business you provide to the State? Enter Letter from above:	
Under this TIN, what other types of business might you provide to the State? Enter Letter from above:	
Note: If your business is a <i>Partnership</i> , you must attach the names and titles of all Partners to your Bid submission.	
Note: If your business is a <i>Corporation</i> , in which state are you incorporated?	
Written signature of Person Authorized to sign Bids on behalf of the above named Bidder:	Date Executed
<b>SIGN HERE</b>	
Type or Print Name of Authorized Person	Title of Authorized Person
Is your business currently a DAS Certified Small Business Enterprise?	<input type="checkbox"/> Yes (Attach a copy of Certificate) <input type="checkbox"/> No
If you are a <i>State Employee</i> , indicate your position, agency, and agency address:	

<b>BID PROPOSAL</b> UCHC 26 REV 12/04	<b>STATE OF CONNECTICUT</b>	THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED
	<b>UNIVERSITY OF CONNECTICUT HEALTH CENTER</b>	
<b>Jennifer K. Kelley</b> <i>Purchasing Services Officer</i>	<b>PURCHASING DEPARTMENT MC4036</b> <b>MUNSON ROAD OFFICES</b> 263 Farmington Avenue Farmington, CT 06032	
<b>860-679-2408</b> <i>Telephone Number</i>	<b>Page 2 of 5</b>	

	<b>Bidder Address</b>	<b>Remittance Address</b> (Same as Bidder Address <input type="checkbox"/> YES)
No. & Street:		
City:		
State:		
Zip Code:		
Email Address:		
Web Address:		
Contact Name:		
Phone:		
Cell Phone:		
Fax:		

**SECTION 2 of 6: AFFIRMATION OF BIDDER**

**The above signed bidder affirms and declares:**

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of Form UCHC-19 of current issue and in effect on the date of bid issue. Form UCHC-19, entitled Standard Bid and Contract Terms and Conditions are made a part of the contract.
2. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of all Special Bid Terms and Conditions attached hereto.
3. That should any part of this proposal be accepted in writing by Director of Purchasing within ninety (90) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL BID AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of ninety (90) days or an earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.
4. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the PROPOSAL SCHEDULE at the prices bid therein.

# STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

PURCHASING DEPARTMENT MC4036

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Page 3 of 5

### SECTION 3 of 6: BIDDER DEBARMENT AND/OR SUSPENSION

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

YES  NO

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

YES  NO

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

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

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

YES  NO

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

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

# STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER  
PURCHASING DEPARTMENT MC4036

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**Farmington, CT 06032**

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Telephone Number

## SECTION 4 of 6 : HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

Contractor agrees that it:

- (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law as defined in 45 C.F.R. § 164.501;
- (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, electronic, etc.) with which it may come into contact;
- (c) will use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law. These safeguards shall include the implementation of administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains or transmits on behalf of the covered entity;
- (d) will ensure that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Contractor is bound;
- (e) as soon as the business associate becomes aware of it and take prompt corrective action including mitigation and sanction procedures to cure such unauthorized use or disclosure and execute incident response and reporting procedures;
- (f) will mitigate, to the maximum extent practicable, any harmful effect of a use or disclosure in violation of the requirements of this Agreement;
- (g) will indemnify and hold UCHC harmless from all liabilities, costs, and damages arising out of or in any manner connected with the disclosure by Contractor of any PHI;
- (h) will make available PHI in accordance with 45 C.F.R. § 164.524;
- (i) will make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526;
- (j) will document disclosures and make available the information required to provide an accounting of disclosure in accordance with 45 C.F.R. § 164.528;
- (k) will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies for purposes of determining compliance with 45 C.F.R. § 164.500-534;
- (l) upon termination of this Agreement, for whatever reason, will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of UCHC, which Contractor maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, will inform UCHC of the conditions that make return or destruction infeasible and extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- (m) will have a system of sanctions for any employee, subcontractor or agent who violates this Agreement; and
- (n) will comply with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time.

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

YES (Applicable)    NO (Non-Applicable)

# STATE OF CONNECTICUT

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**Page 5 of 5**

## **Section 5 of 6: NOTIFICATION TO BIDDERS:**

### **Commission on Human Rights and Opportunities Contract Compliance Regulations**

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 and 46a-81i 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 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;
- (e) and 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.

### **SECTION 6 of 6 : UPDATED CONTRACTING REQUIREMENTS PURSUANT TO PUBLIC ACT 07-1**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State’s solicitation expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment [SEEC Form 10].”

The above-signed individual acknowledges reading the above Notification to Bidders.

**Employment Information Form**

**STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES  
WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT**

BIDDER/CONTRACTOR	CONTACT PERSON:	DATE:
ADDRESS	PHONE NUMBER	CONTRACT AWARD NUMBER <b>4-1789</b>

**Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.**

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A thru F Male and Female)	A WHITE (NOT OF HISPANIC ORIGIN)		B BLACK (NOT OF HISPANIC ORIGIN)		C HISPANIC		D ASIAN OR PACIFIC ISLANDER		E AMER. INDIAN OR ALASKAN NATIVE	
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Officials and Managers											
Professionals											
Technicians											
Sale Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Explain:
If CT based, do you post all employment openings with the State of Connecticut Employment Service?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Explain:
Do you implement a written Affirmative Action Plan?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Explain:

DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING AND PROMOTION ANTI DISCRIMINATION PRACTICES



Jennifer K Kelley  
Purchasing Services Officer

Administrative Services Building 1<sup>st</sup> Floor  
263 Farmington Avenue  
Farmington CT 06032

860-679-2408  
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Page 1 of 3

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

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

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

#### Submission of Bids

1. Bids must be submitted on forms supplied by Purchasing Department. Telephone or facsimile bids will not be accepted in response to an Invitation to Bid.
2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Purchasing Department after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Purchasing Department. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one, which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitations to Bid.
5. Alternate bids will not be considered. An alternate bid is defined as one, which is submitted in addition to the bidder's primary response to the Invitations to Bid.
6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.
7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.
8. In the event of a discrepancy between the unit price and the

extension, the unit price shall govern.

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

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

#### Guaranty or Surety

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

#### Samples

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

#### Award

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Purchasing Department may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

16. Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

#### Contract

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten-day period, the award will be made to the next lowest responsible qualified bidder.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Purchasing Department to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of

Jennifer K Kelley  
Purchasing Services Officer

Administrative Services Building 1<sup>st</sup> Floor  
263 Farmington Avenue  
Farmington CT 06032

860-679-2408  
Telephone Number

Page 2 of 3

these purchases. The purchases will be deducted from the contracted quantities. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present

21. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

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

#### Delivery

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

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

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

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

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

#### Saving Clause

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

#### Advertising

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

#### Rights

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

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

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

33. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. This contract is subject to the provisions of the following executive orders:

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

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

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

Executive Order No. 7C of Governor M. Jodi Rell promulgated July 13, 2006 establishes the State Contracting Standards Board to address the state's vulnerabilities in the selection and procurement processes to avoid improprieties, favoritism, unfair practices or ethical lapses in state contracting.

#### Records, Files, and Information

34. Incorporated by reference into this contract and Pursuant to Public Act No. 01-169, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

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

#### Dispute Resolution

36. Contractor may bring claims against Customer for any loss, claim, damage, or liability of whatsoever kind or nature, which may arise from or in connection with this Agreement in accordance with Chapter 53 of the Connecticut General Statutes. Contractor shall have recourse through

INVITATION TO BID  
UCHC-19 Rev. 12/04

**STATE OF CONNECTICUT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**PURCHASING DEPARTMENT**

**Bid Number:**

**4-1789**

**Jennifer K Kelley**  
*Purchasing Services Officer*

**Administrative Services Building 1<sup>st</sup> Floor**  
**263 Farmington Avenue**  
**Farmington CT 06032**

**860-679-2408**

Telephone Number

**Page 3 of 3**

the State of Connecticut Claims Commission as provided under Chapter 53 of the Connecticut General Statutes in which all claims against the State of Connecticut and the University of Connecticut Health Center will be filed with Connecticut's Claims Commissioner. The parties agree that if such claim is not resolved by the State of Connecticut Claims Commission, then the venue for any the litigation resulting out of any controversy or claim against Customer arising out of or relating to this Agreement, or the breach thereof, shall be the state courts of Connecticut or the federal courts sitting in Connecticut. Each party hereby irrevocably waives the right to trial by jury in any federal or state judicial proceeding. Each party hereby waives any right to seek punitive, exemplary, multiplied or consequential damages, prejudgment interest or attorneys' fees or costs.

**John Dempsey Hospital Policies and Procedures**

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

**STATE OF CONNECTICUT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**PURCHASING DEPARTMENT**

**Bid/RFP Number:**  
**4-1789**

Jennifer K. Kelley  
*Purchasing Agent*

**Munson Road Offices**  
**263 Farmington Avenue**  
**Farmington CT 06032**

**860-679-1988**  
Telephone Number

**Certification Requirements for State Contracts**

**The University of Connecticut adheres to the State of Connecticut Office of Policy and Management policies and guidelines regarding Certification Requirements for State Contracts.**

	State contracts with <b>a value*</b> less than \$50,000	State contracts with <b>a value*</b> of \$50,000 or more	State contracts with <b>a cost* to the State</b> greater than \$500,000
Gift Certification	No	Form 1	Form 1
Campaign Contribution Certification	No	Form 2	Form 2
Agency Certification	No	Form 3	Form 3
Annual Contract Certification	No	Form 4	Form 4
Consulting Agreement Affidavit	No	Form 5 (Only to be used with contracts for the purchase of goods and services)	Form 5 (Only to be used with contracts for the purchase of goods and services)
Affirmation of Receipt of Summary of State Ethics Laws	No	No	Form 6 (A, B, C) (Only to be used with large state construction or procurement contracts as defined in §32 of Public Act 05-287)

Grant awards are not:

- ‘large state contracts’ as defined by Conn. Gen. Stat. § 4-250;
- ‘State Contract’ as defined by Executive Order 7C, para 2; or
- ‘contracts for the purchase of goods and services’ as used in Conn. Gen. Stat. § 4a-81.

\* The “**value of the contract**” means the dollar amount or equivalent benefit expended or received by the State in accordance with the contract; whereas, the “**cost to the State for a contract**” means the dollar amount or equivalent benefit expended by the State in accordance with the contract.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
Policies and Guidelines

Gift Certification
Bid 4-1789

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year,, pursuant Conn. Gen. Stat. §§ 4-250 and 252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, \_\_\_\_\_, am authorized to execute the attached contract on behalf of \_\_\_\_\_ (the "Contractor"). I Herby certify that between \_\_\_\_\_ (planning date) and \_\_\_\_\_ (date of execution of the attached contract) that neither the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

Name of Benefactor Name of recipient Gift Description Value Date of Gift

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person. Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature Date

Sworn and subscribed before me on this day of 2007

Commissioner of the Superior Court/or Notary Public

STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
UNIVERSITY OF CONNECTICUT HEALTH CENTER  
Policies and Guidelines

**Campaign Contribution Certification**  
**Bid 4-1789**

*Campaign contribution certification to State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell's Executive Order No. 1, para 8. and No. 7C, para 10.*

I, \_\_\_\_\_, hereby certify that during the two year period preceding execution of the attached contract, neither myself nor any principals or key personnel of the (Company or Firm), \_\_\_\_\_, who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
--------------------	------------------	---------------------	-----------------------------	---------------------------------

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2007

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

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
Policies and Guidelines

Consulting Agreement Affidavit

Bid 4-1789

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include 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. Pursuant to Section 51 of P.A. 05-287, "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, 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 general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, \_\_\_\_\_, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

[ ] Yes [ ] No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

Signature

Date

Sworn and subscribed before me on this

day of

2007

Commissioner of the Superior Court/or
Notary Public

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
UNIVERSITY OF CONNECTICUT HEALTH CENTER  
Policies and Guidelines**

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS  
LAWS  
(Bid 4-1789)**

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

*(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

\_\_\_\_\_  
Contractor Name

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Employee Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act. No. 05-287



## Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

**Note:** The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

### RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

**GIFTS:** In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

**IMPORTANT RECENT CHANGE IN LAW:** As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

**NOTE:** State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

**NECESSARY EXPENSES:** Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. NOTE: Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

**GIFTS TO THE STATE:** The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

**NOTE:** Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

### RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state

employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

**NOTE:** The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

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

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

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

### **CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR**

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

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

### **OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU**

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

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

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

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

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

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

**SEEC FORM 10**

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

Receipt acknowledged: \_\_\_\_\_ (signature) \_\_\_\_\_ (date)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Definitions:

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

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

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

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

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

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

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

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

<b>BID Number:</b>  4-1789
Delivery:
Terms:      Cash Discount: %                   # Days
Bidder Name:
SSN or FEIN #:

**Jennifer K Kelley**  
*Purchasing Services Officer*

**860-679-2408**  
Telephone Number

<p><b>Proposal Schedule</b></p> <p><b>IMPORTANT!</b> <b>RETURN ORIGINAL AND ONE COPY</b></p>
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Payment terms are net 30 days after receipt of invoice. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB UConn Health Center.

**Proposal Schedule Page 1 of 1**

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
	<p><u>Service/Maintenance Agreement for the period July 1, 2007 through June 30, 2008: (May be renewed for two additional 1-year periods)</u></p> <p>Provide repair and maintenance services for food service &amp; refrigeration equipment at the following locations of the University of Connecticut Health Center:</p>				
1	Main Kitchen/Food Court, Food Court Refrigeration Equipment, Main Kitchen Refrigeration Equipment	12	mo	\$_____ \$_____	Per month Per year
2	16 Munson Road	12	mo	\$_____ \$_____	Per month Per year
3	Dowling South Cafe	12	mo	\$_____ \$_____	Per month Per year
4	Marbles Cafe	12	mo	\$_____ \$_____	Per month Per year
				\$_____	Annual cost for Agreement (plus parts)
5	<p>Repair parts: Discount from list price: _____%</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>Monthly service is to include an unlimited number of service calls, 24 hours per day, 7 days per week. It is also to include four preventive maintenance inspections per year and calibration of the ovens, grill, etc.</li> <li>Please see <b>Attachment A</b>, which is a representative, but not all-inclusive listing of equipment to be serviced.</li> </ul>				

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**Proposal Schedule Page 1 of 1**

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
	<ul style="list-style-type: none"> <li>• Vendor must furnish at least three references for services rendered to institutions of comparable size, for food service equipment.</li> <li>• A background information form will need to be completed and approved by Public Safety for every worker who will be on campus in the performance of this contract, before work can start. Form will be supplied to winning bidder with purchase order.</li> <li>• Please contact Kathy Reznik in the Food &amp; Nutrition Department at 860-679-2620 to view the equipment to be serviced, if desired.</li> </ul> <p>Direct all questions via email to: Jennifer Kelley <a href="mailto:jjk1011@adp.uchc.edu">jjk1011@adp.uchc.edu</a></p>				

## Attachment A Equipment List

### Main Kitchen/Food Court:

Equipment	Manufacturer/Model
Food Warmer	
Pumps	Atlas PW
Garbage Disposal	HC 0227484
Dishwashing Machine	Hobart
Hot Food Wells	Delfield N8759-D (Patient Line)
Griddles	Southbend HDC536
Fryer	Vulcan SPER1
Induction Heaters (2)	Iwatani US9000
Quart Mixer	Hobart A-200T
Mixer	Hobart L-800G
Steamers (2—upstairs & down)	Market Forge M24-D
Convection Ovens (6—upstairs & down)	Vulcan
Hot Water Booster (dish machine)	Thrush 260
Garbage Disposal	Salvajor 300
Hot Water Booster (pots machine)	
Range with Oven	Vulcan H45
Food Warmer	Thermostan 1573-P
Tilt Skillet	Groen FPC-4
Pots Machine	Alvey Washing Equipment Model SL2S
Kettles	Groen GT/80, GT/60, GT/40 & GT/10
Base Warmer	Aladdin 1HA500
Plate Warmer	Aladdin DH08
Counter Top Steamers	EmberGlo
2 Counter Top Steamers (patient line)	Roundup
2 Counter Top Steamers (wraps in food court)	Fresh O-Matic
Slicer	Hobart 1712
Slicer	Hobart 162E
Buffalo Chopper	Cart Wash
Cart Wash	Alvey KS-88
Deli Stand (patient line)	Deerfield
Panini Grill (single unit)	Sodir
Panini Grill (double unit)	Sodir
Steamtables (3—food court)	
Toaster	Savory
Hot Food Slide (2)	Hatco GRSDS41D
Fryer (food court)	Pitco
Pizza Slide	Hatco
Steamtable (Theme cuisine)	Delfield
Steamtable (Grill)	
Hot Hold	Cresco
Hot Unit (Center Island)	Atlas WIH D-M-d
Steamtable (soup station)	Delfield



**Refrigeration Equipment  
Food Court**

<b>Equipment</b>	<b>Manufacturer/Model</b>
2-Door Refrigerator	Traulsen
4-Door ½ fridge & ½ freezer	Traulsen
Refrigerated Table (with fridge underneath)—grill area	Delfield
2-Door Refrigerator (3)	Traulsen
Ice Cuber	Scotsman
Open top Display Cooler	
Display Cooler—3 shelves	Barker Co
Salad/Meat Top Coolers (deli)	Delfield
Salad Bar	Atlas RM-5
1-Door Refrigeration	Traulsen

**Refrigeration Equipment  
Main Kitchen**

<b>Equipment</b>	<b>Manufacturer/Model</b>
3-Door Refrigerators (2)	Traulsen
Walk-in Cooler (4)	KolPak
Walk-in Freezer	
Quick Chill	Traulsen
Ice Cuber	Follett
Table Freezer (small)	Traulsen
1-Door Refrigerator (2)	Aladdin
1-Door refrigerator	Victor
2-Door ½ fridge & ½ freezer	Traulsen

**16 Munson Road**

<b>Equipment</b>	<b>Manufacturer/Model</b>
6-Door Freezer (3 up & 3 down)	Koch
3-Door Reach-In	Koch
4-Door Refrigerator (2 up & 2 down)	loch
Series 400 Ice Machine	Manitowoc
Fryer	Vulcan
2-burner Range Top	
Broiler w/ Oven	
Convection Oven (2-door)	
Slicer	Medalist
Charbroiler Grill	Wells
Flat Top Grill	Vulcan
Steam Table	
Cold Wells	
Pizza Warmer	
Toaster	
2-Door Built-In Refrigerator	

### Dowling South

Equipment	Manufacturer/Model
1-Door Standing Refrigerator	Beverage-Air
1-Door Standing Freezer	Beverage-Air
Ice Machine	
Steam Table	
Soup Warmer	
Oven	Prospector

### Marbles Café (Medical Arts & Research Building)

Equipment	Manufacturer/Model
Fryer	Pitco
Grill w/ Drawers	Vulcan
Impinger pizza Machine	Lincoln
Counter w/ Double Door	True
Under Counter Refrigerator	
Deli w/Double Door Under Counter Freezer	True
1-Door Under Counter Refrigerator	True
-Door Standing Refrigerator	True
1-Door Standing Freezer	True
Tall Hot Hold	Crescor
LXi Dish Washer	Hobart
Double Door Beverage Cooler	
Hot Well	Atlas Metal
LTD Panini Grill	Equipez
Microwave	Amana