

UNIVERSITY OF CONNECTICUT HEALTH CENTER
FACILITY CONTRACTS & LEASES
263 Farmington Avenue, MC4039
Farmington, CT 06032

Bid Number 4-0051
Bid Due Date: July 22, 2009

Jennifer K. Kelley
Senior Purchasing Officer

860-679-1988
Telephone Number

Bid: 4-0051
Addendum Number: 2

Title: Service/Maintenance Agreement for HVAC Equipment
For: UConn Health Partners locations in East and West Hartford

Bidders Note:

Please include the following information in your specifications for this contract:

1. East Hartford:
 - a. No boiler, natural gas fired roof top units
2. West Hartford:
 - a. Combination of hot water and natural gas fired coils
 - b. West Hartford recently installed the i-Vu, Carrier's web based building automation control system. This new system enables the user to monitor, adjust controls from the computer located at West Hartford. To view the i-Vu system go to www.ivudemo.com and go to live demo
 - c. There are 75 VAV (Variable Air Volume) units at Kane Street

Question: Do you have special filters with the units, regular, or pleated 40 or 60%?

Answer: All filters at both sites are to be pleated 40% efficiency

Question: Is there an updated filter and belt list for the equipment listed?

Answer: There is no updated list

Question: Are the previous contract prices available?

Answer: Previous contractor was Comfort Systems, which was taken over during the term of the contract by New England Mechanical who honored the pricing Comfort Systems had bid:

<i>West Hartford Annual:</i>	<i>\$ 8,840.00</i>
<i>East Hartford Annual</i>	<i>\$ 5,070.00</i>
<i>Regular Time</i>	<i>\$ 74.00</i>
<i>Overtime:</i>	<i>\$ 111.00</i>
<i>S/S/H:</i>	<i>\$ 111.00</i>
<i>Materials:</i>	<i>Cost Plus 30%</i>

All other terms & conditions remain unchanged

End of Addendum

This Addendum must be *Signed & Returned* with your bid.

Authorized Signature of Bidder

Company Name

Approved _____

Jennifer K. Kelley
Purchasing Services Officer
(Original signature on file in Facility Contract & Leases)

Dated Issued: July 15, 2009

UNIVERSITY OF CONNECTICUT HEALTH CENTER
FACILITY CONTRACTS & LEASES
263 Farmington Avenue, MC4039
Farmington, CT 06032

Bid Number 4-0051
Bid Due Date: July 22, 2009

Jennifer K. Kelley
Senior Purchasing Officer

860-679-1988
Telephone Number

Bid: 4-0051

Addendum Number: 1

Title: Service/Maintenance Agreement for HVAC Equipment

For: UConn Health Partners locations in East and West Hartford

Bidders Note:

Please delete Page 9 of the bid document (**Attachment 1 - West Hartford Equipment List**) and replace it with the attached page, which includes an additional Liebert unit not listed on the original attachment.

All other terms & conditions remain unchanged

End of Addendum

This Addendum must be *Signed & Returned* with your bid.

Authorized Signature of Bidder

Company Name

Approved _____
Jennifer K. Kelley
Purchasing Services Officer
(Original signature on file in Facility Contract & Leases)

Dated Issued: July 9, 2009

4-0051

Attachment 1 - West Hartford Equipment List (Revised 7-9-09)

Unit #	Roof Top Unit Model	Serial No.	SEER*	Area Served	Fuel
#1A	Carrier #48PGEC08-D-5-BP	2108G40004	11.4	2nd Floor SE	Gas
#2	Carrier #48PGEC08-D-5-BP	2108G40003	11.4	1st Floor NE	Gas
#3	Carrier #48PGEC08-D-5-BP	2108G40006	11.4	1st Floor NE	Gas
#4	Carrier #48PGEC08-D-5-BP	2108G50042	11.4	2nd Floor Central South	Gas
#5 Not Changed	Carrier #48TFE008---501 GA	1601G33422	Standard	1st Floor SW	Gas
#6	Carrier #48PGEC08-D-5-BP	2108G40002	11.4	2nd Floor W	Gas
#7	Carrier #48PGEC08-D-5-BP	2108G40005	11.4	2nd Floor Central W	Gas
#8 Not Changed	Carrier #48TFE008-----511	2702G20602	Standard	1st Floor Central W	Gas
#9	Carrier #48PGEC12-D-5-BP	2108G50055	12	1st Floor North East/Center	Gas
#10	Carrier #48PGEC08-D-5-BP	2108G40008	11.4	2nd Floor NW	Gas
#11	Carrier #48PGEC12-D-5-BP	2108G50054	12	2nd Floor NW	Gas
#12	Carrier #48PGEC08-D-5-BP	2108G50045	11.4	2nd Floor NE	Gas
#13	Carrier #48PGDC16-B-5-BP	2208G40044	12.5	1st Floor Center of Building	Gas
#14 (Outside Fence)	AAON #RMA04-8-D-AP01-22	2000805-AMGD41611	13		Gas
Split Units	Model	Serial No.			
Doctors Office	Mitsubishi MU-AO9WA	6003749 T	13	2nd Floor Central	Electric
Officer	Mitsubishi MU-AO9WA	6003941 T	13	2nd Floor Central	Electric
Entrance Area	Carrier 24ABA336A310	1808E14892	13	Lobby Area	Electric
Electrical Room	Magic Aire HBB12-2W-3D	W080616556	Air Handler	Outside Electrical Room	Electric
Boiler Room					
(1) GG375HEC	Slant Fin GGHT-1500E	801003		Premier Heating	Gas
(1) GG375HEC		801001		Premier Heating	Gas
(1) GG375HEC		801002		Premier Heating	Gas
(1) GG375HEC		800996		Premier Heating	Gas
(1) Patterson Pumps	V1.5ATA-CC	HVAC-C080008-001			
Server Room					
(1) Liebert	MMD18A-PHEHO			Telephone room & computer room ground floor	Electric

* Seasonal Energy Efficiency Ratio

INVITATION TO BID

FCL-1 Rev. 5/07
Previous Rev. 12/06

Jennifer K. Kelley
Purchasing Services Officer

jkk1011@adp.uchc.edu
Email address

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
FACILITY CONTRACTS & LEASES
263 Farmington Avenue, MC4039
Farmington, CT 06032
860-679-8091



Acknowledgment: Receipt of Bid Documents
FAX to 860-284-5872

PLEASE RETURN THIS ACKNOWLEDGEMENT AS SOON AS POSSIBLE, SO YOUR COMPANY CAN BE ADDED TO THE BIDDERS' LIST FOR THIS PROJECT AND BE SURE TO RECEIVE ANY ADDENDA OR OTHER INFORMATION REGARDING THE BID.

Bid Number	Bid Due Date	Due Date Time
4-0051	July 22, 2009	2:30 PM
Bid Title:	Service/Maintenance Agreement for HVAC Equipment at the UConn Health Partners locations in East and West Hartford This bid is restricted to State of CT Certified Small or Minority Owned Businesses.	

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

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Received by: _____

email: _____

State of Connecticut
University of Connecticut Health Center

BID NUMBER:
4-0051

BIDDER'S CHECKLIST
READ CAREFULLY

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

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

SEALED BID NO:	<u>4-0051</u>
NOT TO BE OPENED UNTIL:	<u>July 22, 2009 at 2:30 PM</u>
MAIL PROPOSAL TO:	
University of Connecticut Health Center	
263 Farmington Avenue MC 4039	
Farmington, CT 06030-4039	

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

THIS FORM IS NOT TO BE RETURNED WITH YOUR PROPOSAL

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

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

Jennifer K. Kelley
 Purchasing Services Officer

DEPARTMENT OF FACILITY
 CONTRACTS & LEASES
 263 Farmington Avenue, MC 4039
 Farmington, CT 06032

860-679-1988
 Telephone Number

Page 1 of 2

Bid Number: 4-0051

Read & Complete
Carefully

BID NO:	BID DUE DATE:	BID DUE TIME:	BID SURETY:	DATE ISSUED:
4-0051	July 22, 2009	2:30 PM	See Proposal Schedule	June 30, 2009

DESCRIPTION: Service/Maintenance Agreement for HVAC equipment at the UConn Health Partners locations in East and West Hartford
This bid is restricted to State of CT Certified Small or Minority Owned Businesses.

FOR: **UConn Health Center** **TERM OF CONTRACT:** **One time**

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

NOTE: Bidder means Individual/Sole Proprietor, Partnership or Corporation Name

IMPORTANT: ALL pages of this form, Sections 1 through 2 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form may constitute grounds for rejection of your bid.

SECTION 1 of 2: *BIDDER INFORMATION*

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

AFFIRMATION OF BIDDER

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

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

Written signature of Person Authorized to sign on behalf of the above named Bidder: <div style="font-size: 1.5em; color: lightgray; margin-top: 10px;">SIGN HERE</div>	Date Executed
---	---------------

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

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

UNIVERSITY OF CONNECTICUT HEALTH CENTER
 FACILITY CONTRACTS & LEASES

THIS FORM AND
 REQUIRED PROPOSAL
 SCHEDULE FORMS
 MUST BE RETURNED

Jennifer K. Kelley
Purchasing Services Officer

263 Farmington Avenue, MC 4039
Farmington, CT 06032

Read & Complete
Carefully

860-679-1988
 Telephone Number

BID NO: 4-0051

SECTION 1of 2 –BIDDER INFORMATION (Continued)			
Bidder's Address		Remittance Address (<input type="checkbox"/> Same as Bidder Address)	
No. and Street			
City, State, Zip Code			
Contact Person		Web Address	
Telephone Number		Cell Number	
Fax Number			
Business entity: <input type="checkbox"/> LLC <input type="checkbox"/> non-profit <input type="checkbox"/> partnership: <input type="checkbox"/> individual/sole proprietorship <input type="checkbox"/> CORPORATION TYPE OF CORPORATION: State Organized in:			
Note: If Individual/Sole Proprietor, Individual's Name (As Owner) Must Appear in the Legal Business Name Block above.			
Business type: A. sales of commodities b. medical services c. attorney fees d. rental of property (real estate & equipment) E. other (describe in detail)			
Under this TIN, what is the primary type of business you provide the state? (enter letter from above)			
Under this TIN, what other types of business might you provide the state? (enter letter from above)			

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

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

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

Jennifer K. Kelley
Purchasing Services Officer

860-679-1988
Telephone Number

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

FACILITY CONTRACTS & LEASES
 263 Farmington Avenue, MC 4039
 Farmington, CT 06032

Proposal Schedule

Page 1 of 4

Payment terms are net 30 days after receipt of invoice.
 Any deviation may result in proposal rejection.
 Bid prices shall include all transportation charges FOB
 University of Connecticut Health Center.

Bid Number: 4-0051	
Delivery:	
Terms:	Cash Discount:
%	# Days
Bidder Name:	
SSN or FEIN #:	

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
----------	--	------	------	------------	-------------

Provide Service/Maintenance Agreement for HVAC equipment at the UConn Health Partners locations at 65 Kane Street, West Hartford, and 99 Ash Street, East Hartford from date of award through June 30, 2014.

HVAC services shall include but not be limited to heating, ventilating, air conditioning, boilers, temperature control systems, HVAC systems, pleated air filter service, annual coil cleaning, and special services/provisions

Scheduled Inspections:

Service shall include 2 annual inspections per year following the manufacturer's recommendations. The service shall include all maintenance materials, gaskets, oils, lubricants and replacement of worn or broken belts.

Air filter Maintenance:

Air filters shall be changed twice per year, including labor, materials and proper disposal of the used filters

Refrigerant Containment Service:

Contractor shall provide leak test and report needed repairs on any equipment found low of refrigerant. Recovery, recycling and reclamation of refrigerant shall be done in accordance with all federal, state and local regulations.

Corrective Maintenance & Component Replacement:

Contractor shall monitor the overall performance of the equipment, taking into account the manufacturer's current recommendations, reliability, productivity, operating cost, and changes in use. Contractor shall identify modifications, alterations upgrades, retrofits, etc. that would benefit the Health Partners and provide

**This Bid is Restricted to
 State of CT Certified
 Small or Minority Owned
 Businesses**

Direct all questions via
 email to: Jennifer Kelley,
 Purchasing Officer
ikk1011@adp.uhc.edu
 Phone: 860-679-1988

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

Jennifer K. Kelley
Purchasing Services Officer

860-679-1988
Telephone Number

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

FACILITY CONTRACTS & LEASES
 263 Farmington Avenue, MC 4039
 Farmington, CT 06032

Proposal Schedule

Page 2 of 4

Payment terms are net 30 days after receipt of invoice.
 Any deviation may result in proposal rejection.

Bid prices shall include all transportation charges FOB
 University of Connecticut Health Center.

Bid Number:
 4-0051

Delivery:

Terms:	Cash Discount:
%	# Days

Bidder Name:

SSN or FEIN #:

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	<p>verbal and written proposals as appropriate.</p> <p>Performance Assurance Program: Bi-annually (before air conditioning season and heating season) contractor shall evaluate and make recommendations for modifications to the program with a representative of UConn Health Partners.</p> <p>Service Documentation Contractor shall fax work order to (860) 679-8710, attention Lorrie Tripp, or designee, for all scheduled and unscheduled service work, showing the time, date, scope of work, name of service technicians, equipment identification and a brief description of work.</p> <p>All services not covered by the maintenance agreement must be authorized before work is performed.</p> <p>Emergency and Trouble Call Coverage: Contractor shall provide emergency response between scheduled visits Monday – Sunday including Holidays 24 hours per day to minimize downtime. During peak season, contractor shall have a person on site within 4 hours of a call. All lead personnel shall be pager accessible to the UCHC</p> <p>References: Contractor shall provide at least three business references. UCHC reserves the right to give prime award consideration to vendors who have had previous successful working experience in health care environments.</p>				

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

Jennifer K. Kelley
Purchasing Services Officer

860-679-1988
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STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

FACILITY CONTRACTS & LEASES
 263 Farmington Avenue, MC 4039
 Farmington, CT 06032

Proposal Schedule

Page 3 of 4

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

Bid Number:
 4-0051

Delivery:

Terms:	Cash Discount:
%	# Days

Bidder Name:

SSN or FEIN #:

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
1	Provide the following pricing: Cost for annual service agreement for equipment at the West Hartford location as listed on Attachment 1.			\$ _____ Per year	
2	Cost for annual service agreement for equipment at the East Hartford location as listed on Attachment 2.			\$ _____ Per year	
3	The cost of labor and materials not covered by the maintenance agreement, including emergency calls, shall be as follows:				
a.	Regular Time: Monday - Friday (7:00 AM - 5:00 PM)			\$ _____ Per hour	
b.	Overtime Monday - Friday (5:00 PM - 7:00 AM)			\$ _____ Per hour	
c.	Saturday, Sunday, Holiday			\$ _____ Per hour	
d.	Materials: (Check pricing type being used) <input type="checkbox"/> Cost plus OR <input type="checkbox"/> List less			_____ %	
	If a site visit is required prior to bidding contact Lorrie Tripp at 860-944-7877 to arrange a walk-through of the facilities.				
	Notes: <ul style="list-style-type: none"> Contract rates shall remain firm for the first two-year period. Thereafter, pricing shall be negotiable for the next contract year. Contractor may request rate changes a minimum of ninety (90) days prior to the annual anniversary date. Failure to meet the 90-day requirement or to provide documented support for requested rate increases shall lead to request denial. Pursuant to UCHC Background & Federal Sanctions 				

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

Jennifer K. Kelley
Purchasing Services Officer

860-679-1988
Telephone Number

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

FACILITY CONTRACTS & LEASES
 263 Farmington Avenue, MC 4039
 Farmington, CT 06032

Proposal Schedule

Page 4 of 4

Payment terms are net 30 days after receipt of invoice.
 Any deviation may result in proposal rejection.

Bid prices shall include all transportation charges FOB
 University of Connecticut Health Center.

Bid Number:
 4-0051

Delivery:

Terms:	Cash Discount:
%	# Days

Bidder Name:

SSN or FEIN #:

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	<p>Checks Policy No. 2001-3, Contractors, who provide equipment, materials, supplies, and contractual services to UCHC, must successfully pass Office of the Inspector General (OIG) federal sanction and State of Connecticut debarment checks to be eligible for contract awards. In addition, the UCHC Public Safety Department requires contractor personnel to successfully complete a Security Background Check prior to performing on-site services. The UCHC Public Safety Department requires a fee of \$75.00 for each background check completed. The fee is payable in advance and shall accompany the submission of the applicable Background Information Sheet</p> <ul style="list-style-type: none"> • Vendor shall provide a Certificate of Insurance prior to commencing work. UCHC shall be shown as Additional Insured in the "Description of Operations" section of the Accord Certificate of Liability Insurance. The "Certificate Holder" is UConn Health Center, 263 Farmington Avenue, Farmington, CT 06032. • Attached is a draft copy of the UCHC Standard Contract. This document will be used to execute any contract resulting from this invitation to bid. It is attached for your review only. <u>It does not need to be completed or returned with your bid response.</u> • Deadline for submission of questions will be five days before the due date. <p>Facilities contact person: Lorrie Tripp, Cell Phone: 860-944-7877, Email: tripp@adp.uchc.edu</p>				

4-0051

Attachment 1 - West Hartford Equipment List

Unit #	Roof Top Unit Model	Serial No.	SEER*	Area Served	Fuel
#1A	Carrier #48PGEC08-D-5-BP	2108G40004	11.4	2nd Floor SE	Gas
#2	Carrier #48PGEC08-D-5-BP	2108G40003	11.4	1st Floor NE	Gas
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#11	Carrier #48PGEC12-D-5-BP	2108G50054	12	2nd Floor NW	Gas
#12	Carrier #48PGEC08-D-5-BP	2108G50045	11.4	2nd Floor NE	Gas
#13	Carrier #48PGDC16-B-5-BP	2208G40044	12.5	1st Floor Center of Building	Gas
#14 (Outside Fence)	AAON #RMA04-8 -D-AP01-22	2000805-AMGD41611	13		Gas
Split Units	Model	Serial No.			
Doctors Office	Mitsubishi MU-AO9WA	6003749 T	13	2nd Floor Central	Electric
Officer	Mitsubishi MU-AO9WA	6003941 T	13	2nd Floor Central	Electric
Entrance Area	Carrier 24ABA336A310	1808E14892	13	Lobby Area	Electric
Electrical Room	Magic Aire HBB12-2W-3D	W080616556	Air Handler	Outside Electrical Room	Electric
Boiler Room					
(1) GG375HEC	Slant Fin GGHT-1500E	801003		Premier Heating	Gas
(1) GG375HEC		801001		Premier Heating	Gas
(1) GG375HEC		801002		Premier Heating	Gas
(1) GG375HEC		800996		Premier Heating	Gas
(1) Patterson	V1.5ATA-CC	HVAC-C080008-			

* Seasonal Energy Efficiency Ratio

4-0051

Attachment 2 - East Hartford Equipment List

Quantity	System Component(s)	Manufacturer	Model	Rating/Ton	Location
3	Packaged Units	Carrier	48TJF028	25ton	upper roof
1	Ductless split	Carrier	38AN009100	¾ ton	lower roof
1	Ductless split	Carrier	38AN012300	1 ton	lower roof
1	Split system	Trane	OAU-152-A	2 tons	lower roof
1	Split system	Carrier	38YCCB042300	3.5 tons	roof
34	VAV boxes				throughout the building
1	Temperature Control System	Carrier/Parker			"
7	Exhaust fans				upper/lower roof
1	Ductless split	Sanyo	SAP91C	2 tons	lower roof
1	Ductless Split	Samsung	US09A2VA	¾ ton	lower roof

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

THIS FORM AND
REQUIRED PROPOSAL
SCHEDULE FORMS
MUST BE RETURNED

Jennifer K. Kelley

Purchasing Services Officer

263 Farmington Avenue, MC 4039

Farmington, CT 06032

Read & Complete

Carefully

860-679-1988

Telephone Number

BID NO: 4-0051

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small and Minority-Owned Contractor

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

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

<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>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.</p> <p>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).</p>	<p>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.</p> <p>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..</p> <p>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.</p> <p>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.</p> <p>PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Bid No. 4-0051

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes <input type="checkbox"/> No <input type="checkbox"/>	
1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)	
1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?	Yes <input type="checkbox"/> No <input type="checkbox"/>

PART IV - Bidder Employment Information

Date:

BID No.: 4-0051

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

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

PART V - Bidder Hiring and Recruitment Practices

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

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

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

FCL-6 Rev. 8/07

Previous Rev. 5/07

Jennifer K. Kelley

Purchasing Services Officer

860-679-1988

Telephone Number

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

263 Farmington Avenue, MC 4039

Farmington, CT 06032

Bid Number: 4-0051

State of Connecticut
Contract Affidavits, Certifications, and Notices

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

* Form 5 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, it is submitted at the time of contract execution.

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

For Further Information, Contact:

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

Form 1- Gift and Campaign Contribution Certification

This certification accompanies a State contract with a value of \$50,000 or more in a calendar or fiscal year. The completed form is submitted by the contractor to the awarding State agency at the time of contract execution. The form is also used with a multi-year contract to update the initial certification on an annual basis.

Form 3- Certification of State Agency Official or Employee Authorized to Execute Contract

This certification accompanies a State contract with a value of \$50,000 or more in a calendar or fiscal year. The completed form is signed at the time of contract execution by the State agency official or employee authorized to execute the contract on behalf of the awarding State agency.

Form 5- Consulting Agreement Affidavit

This affidavit accompanies a State contract for the purchase of goods or services with a value of \$50,000 or more in a calendar or fiscal year. Form 5 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, it is submitted at the time of contract execution.

Form 6- Affirmation of Receipt of State Ethics Laws Summary

This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, Form 6 is submitted at the time of contract execution.

When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency.

PLAIN LANGUAGE SUMMARY OF STATE ETHICS LAWS FOR CURRENT AND POTENTIAL STATE CONTRACTORS

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

I. RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

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

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

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

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

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

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

II. RULES ON HIRING STATE PERSONNEL

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

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

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

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

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

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at

\$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

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

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

III. CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

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

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

IV. OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

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

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

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

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

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

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

FORM 11 Campaign Contribution and Solicitation Ban

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

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

Nondiscrimination Certification (AG Form)

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

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

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

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

- a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor

agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, as amended by this act; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

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



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION
Bid #4-0051

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
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Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT
Bid 4-0051

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

INSTRUCTIONS:

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

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

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

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

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

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

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
or Notary Public



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY
Bid 4-0051

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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



**UNIVERSITY OF CONNECTICUT HEALTH CENTER
NON-DISCRIMINATION CERTIFICATION
Bid 4-0051**

Certification to accompany all State contracts, regardless of type, term, cost, or value., pursuant to Connecticut General Statutes §4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Section 9(a)(1) and 10(a)(1) of Public Act 07-142.

(By _____ (corporate or other business entity) regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I _____ (signer's name) _____ (signer's title)
of _____ an entity lawfully organized and existing under the laws of
(name of entity)

_____ do hereby certify that the following is a true and correct copy
(name of state or commonwealth)
of a resolution adopted on the ___ day of _____, 20__ by the governing body of _____
(name of entity)

in accordance with all of its documents of governance and management and the laws of _____
(name of state or commonwealth) and further certify that such resolution has not been modified,
rescinded, or revoked, and is at present in full force and effect.

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

WHEREOF, I, the undersigned have executed this certificate this ___ day of
_____ 20__

Print
Name: _____

Title: _____

Signature Date



**UNIVERSITY OF CONNECTICUT HEALTH CENTER
NON-DISCRIMINATION CERTIFICATION
Bid 4-0051**

Certification to accompany all State contracts, regardless of type, term, cost, or value., pursuant to Connecticut General Statutes §4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Section 9(a)(1) and 10(a)(1) of Public Act 07-142.

(By _____ (individual contractor) regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I _____ of _____ am entering
(signer's name) (business address)
into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for

(If available, insert "Contract No." otherwise generally describe goods or services to be provided).

I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREOF, I, the undersigned have executed this certificate this ____ day of _____ 20__

Print Name: _____

Signature

Date

University of Connecticut Health Center

Contract No. 4-0051

THIS AGREEMENT is made and entered into by and between CONTRACTOR, with its principal place of business at CONTRACTOR ADDRESS (hereinafter “Contractor”), and the UNIVERSITY OF CONNECTICUT HEALTH CENTER, 263 Farmington Avenue, Farmington, CT 06030 (hereinafter “UCHC”). The Contractor and UCHC may also be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, UCHC issued an Invitation to Bid No. 4-0051 for Service/Maintenance Agreement for HVAC equipment at the UConn Health Partners locations in East and West Hartford ; and

WHEREAS, the Contractor submitted a response thereto; and

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

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

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

- 1) **DEFINITIONS.** Unless otherwise indicated, for the purpose of this Contract, the following terms shall have the following corresponding definitions:
 - a) **Affiliate:** Any person, as defined in Conn. Gen. Stat. §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten (10) per cent of the voting securities of the other person. The term “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. The term “voting security” includes a general partnership interest.
 - b) **Breach:** Failure, without legal excuse, to perform any promise or to carry out any of the terms of this Contract.
 - c) **Calendar Day:** All calendar days, including Saturdays, Sundays and holidays.
 - d) **Cancellation:** An end to this Contract effected pursuant to a right that this Contract creates due to a breach.
 - e) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 - f) **Contract:** This agreement, as of its effective date, between the Contractor and UCHC, including all of its terms and conditions, and any exhibits or attachments referenced herein.
 - g) **Contractor:** The person or entity that executes this Contract.
 - h) **Contractor Parties:** A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them, or any other person or entity with whom the Contractor is in privity of oral or written contract if the Contractor intends for such other person or entity to perform under this Contract in any capacity, including, but not limited to, any subcontractors.
 - i) **Expiration:** An end to this Contract due to the completion in full of the mutual performances of the Parties or due to this Contract’s term being completed.
 - j) **Force Majeure:** Events that materially affect the cost of the Goods or Services or the time schedule within which to perform and are outside the control of the Party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to said Party, failure of or inadequate permanent

power, unavoidable casualties, fire not caused by said Party, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

- k) Goods: For purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as set forth in Section 2(a) Contractor's Responsibilities.
- l) Proposal: A response to a Solicitation.
- m) Proposer: A person or entity that submits a Proposal.
- n) Proposer Parties: A Proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to perform under this Contract in any capacity, including, but not limited to, potential subcontractors.
- o) Records: All working papers and such other information and materials created or accumulated by the Contractor in performing this Contract, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- p) Solicitation: A UCHC request inviting bids, quotes, proposals or qualifications for Goods and/or Services.
- q) Services: The performance of labor or work, as set forth in Section 2(a) Contractor's Responsibilities.
- r) State: The State of Connecticut, all constituent units of higher education including UCHC, and any office, department, board, council, commission, institution or agency of the State.
- s) Termination: An end to this Contract effected pursuant to a right which this Contract creates, other than for breaches.
- t) Title: All ownership, title, licenses, rights, possession, interest and use of, in and to the referenced property.
- u) UCHC Premises: All premises and locations owned, leased, managed or otherwise controlled by UCHC.
- v) Work Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

2) PARTY RESPONSIBILITIES.

- a) Contractor's Responsibilities. The Contractor shall :
 - i) Provide Service Maintenance Agreement for HVAC equipment at the UConn Health Partners locations at 65 Kane Street, West Hartford, and 99 Ash Street, East Hartford
 - A) HVAC services shall include but not be limited to heating, ventilating, air conditioning, boilers, temperature control systems, HVAC systems, pleated air filter service, annual coil cleaning, and special services/provisions
 - B) Scheduled Inspections:
 - (1) Service shall include 2 annual inspections per year in accordance with the manufacturer's recommendations. The service shall include all maintenance materials, gaskets, oils, lubricants and replacement of worn or broken belts.
 - C) Air filter Maintenance:
 - (1) Air filters shall be changed twice per year, including labor, materials and proper disposal of the used filters

- D) Refrigerant Containment Service:
 - (1) The Contractor shall provide leak test and report needed repairs on any equipment found low of refrigerant. Recovery, recycling and reclamation of refrigerant shall be done in accordance with all federal, state and local regulations.
- E) Corrective Maintenance & Component Replacement:
 - (1) The Contractor shall monitor the overall performance of the equipment, taking into account the manufacturer's current recommendations, reliability, productivity, operating cost, and changes in use. Contractor shall Identify modifications, alterations upgrades, retrofits, etc. that would benefit the Health Partners and provide verbal and written proposals as appropriate.
- F) Performance Assurance Program:
 - (1) The contractor shall evaluate and make recommendations for modifications to the program with a representative of UConn Health Partners bi-annually (before air conditioning season and heating season).
- G) Service Documentation
 - (1) The Contractor shall fax work order to (860) 679-8710, Attention Building Manager, or designee, for all scheduled and unscheduled service work, showing the time, date, scope of work, name of service technicians, equipment identification and a brief description of work.
 - (2) All services not covered by the maintenance agreement must be authorized before work is performed.
- H) Emergency and Trouble Call Coverage:
 - (1) All lead personnel shall be pager accessible to the UCHC.
 - (2) The Contractor shall provide emergency response between scheduled visits Monday – Sunday including Holidays 24 hours per day to minimize downtime. During peak season, contractor shall have a person on site within 4 hours of a call.
- I) Contractor Diversity Status:
 - (1) The Contractor shall maintain State of Connecticut certification as a small or minority/woman owned business through the contract term.

b) Evaluation of Performance. UCHC will provide required quality/performance specifications to the Contractor as deemed necessary by UCHC. The Goods and/or Services shall meet or exceed any such required quality/performance specifications. UCHC may conduct evaluations of the Contractor's performance under this Contract. The Contractor shall cooperate with UCHC in any such evaluations, and work with UCHC to correct any deficiencies noted. The foregoing shall not relieve the Contractor of its obligation to provide Goods and/or Services in accordance with this Contract, reduce or eliminate the Contractor's obligation to cure as provided herein, nor be deemed a waiver of any other rights or remedies available to UCHC.

3) CONTRACT TERM.

Start Date:

End Date:

4) COST AND SCHEDULE OF PAYMENTS. The State is exempt from paying federal excise and Connecticut taxes per Conn. Gen. Stat. §12-412. Payment shall be made as follows:

a) For the Goods and/or Services outlined in Section 2(a) Contractor's Responsibilities, UCHC shall pay the Contractor an amount not to exceed \$XXXXXXXXX over the term of the Contract by check within thirty

(30) Calendar Days from the date of UCHC’s receipt and approval of Contractor’s invoice and verification of work performed and/or goods delivered.

b) Payment Schedule/Itemization (Net 30 Calendar Days from UCHC’s receipt and approval of Contractor’s invoice and verification of work performed and/or goods delivered):

1	Cost for annual service agreement for equipment at the West Hartford location as listed on Attachment 1.	\$ _____/year
2	Cost for annual service agreement for equipment at the East Hartford location as listed on Attachment 2.	\$ _____/year
3	The cost of labor and materials not covered by the maintenance agreement, including emergency calls, shall be as follows:	
a.	Regular Time: Monday - Friday (7:00 AM - 5:00 PM)	\$ _____/hour
b.	Overtime Monday - Friday (5:00 PM - 7:00 AM)	\$ _____/hour
c.	Saturday, Sunday, Holiday	\$ _____/hour
d.	Materials: (Check pricing type being used) Cost plus OR List less	_____ %
Contract rates shall remain firm for the first two-year period. Thereafter, pricing shall be negotiable for the next contract year. Contractor may request rate changes a minimum of ninety (90) days prior to the annual anniversary date. Failure to meet the 90-day requirement or to provide documented support for requested rate increases shall lead to request denial.		

5) PURCHASE ORDERS.

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

6) GOODS: DELIVERY.

- a) Delivery of Goods shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery of Goods shall be to UCHC West Receiving Dock. The Contractor or the Contractor’s shipping designee shall be responsible for removal of Goods from the carrier and placement on the dock or receiving platform. The receiving personnel are not required to assist in this process. The burden of proof of proper receipt of the order shall rest with the Contractor.

- b) In order for the time of delivery to be extended, the Contractor must request an extension in writing from the time specified in this Contract, such extension applying only to the particular item or shipment from an authorized representative of UCHC's Purchasing Department.
 - c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of UCHC unless otherwise stated in this Contract.
 - d) All risk of loss and damage to the Goods transfers to UCHC upon delivery (F.O.B. destination) to the UCHC West Receiving Dock or other location as designated by UCHC.
 - e) At the sole option of UCHC, Goods may be subject to re-weighing on State sealed scales.
- 7) **GOODS: INSPECTION.** UCHC shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in this Contract. If any Goods fail in any way to meet the specifications in this Contract, UCHC may, in its sole discretion, either reject them and owe nothing or accept them and pay for them on an adjusted price basis, as agreed to by the Parties depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
- 8) **GOODS: STANDARDS AND APPURTENANCES.** Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted, but only to the extent allowed under this Contract. Where this Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
- 9) **REJECTED ITEMS: ABANDONMENT.** The Contractor may deliver, bring, or otherwise cause to be delivered or brought to UCHC Premises or other destination, Goods, samples, supplies, materials, equipment or other tangible personal property. UCHC may, by written notice and in accordance with the terms and conditions of this Contract, direct the Contractor, at the Contractor's expense, to remove any or all such Goods ("Rejected Goods") and any other samples, supplies, materials, equipment or other tangible personal property ("Contractor Property") from UCHC Premises or such other location. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Proposer Parties, that:
- a) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all Title to the Rejected Goods and Contractor Property with the specific and express intent of: i) terminating all of their Title to the Rejected Goods and Contractor Property, ii) vesting Title to the Rejected Goods and Contractor Property in the State, and iii) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - b) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - c) they vest authority, without any further act required on their part or UCHC's part, to use or dispose of the Rejected Goods and Contractor Property, in UCHC's sole discretion, as if the Rejected Goods and Contractor Property were UCHC's own property and in accordance with law, without incurring any liability or obligation to this Contract, the Contractor or any other party;
 - d) if UCHC incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, UCHC shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse UCHC no later than thirty (30) Calendar Days after the date of invoice or, at UCHC's election, setoff such costs and expenses against any amount due and payable to the Contractor by UCHC; and

- e) they do remise, release and forever discharge all State employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

10) CONTRACTOR QUALIFICATIONS AND STATUS. The Contractor represents, for itself and any Contractor Parties, that they are fully experienced and properly qualified to provide the Goods and/or perform the Services contracted for herein, and that they are properly licensed, equipped, organized and financed to do so, at its/their own expense. At UCHC's request, the Contractor shall deliver copies of the current license(s) and registration(s) relevant to this Contract as evidence that such are in full force and effect. The Contractor shall act as an independent contractor in performing this Contract, maintaining complete control over its employees and all of its subcontractors. The Contractor shall furnish fully qualified personnel to perform its obligations under this Contract. The Contractor shall provide all Goods and perform all Services in accordance with its methods, subject to compliance with this Contract and all applicable laws and regulations. It is acknowledged that Goods provided and/or Services performed do not in any way conflict with other contractual commitments with or by the Contractor.

11) CONTRACTOR GUARANTIES. The Contractor shall:

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

12) CONTRACTOR CHANGES.

- a) The Contractor shall notify UCHC in writing no later than ten (10) Calendar Days from the effective date of any change in:
 - i) its certificate of incorporation or other organizational document;
 - ii) more than a controlling interest in the ownership of the Contractor;
 - iii) the individual(s) in charge of the performance of the responsibilities of the Contractor; or
 - iv) licensure, whether by revocation, suspension or other restriction, or expiration.
- b) Any such change(s) shall not relieve the Contractor of responsibility for the accuracy and completeness of performance. UCHC, after receiving written notice by the Contractor of any such change, may require:
 - i) the execution of agreements, releases and other instruments evidencing, to UCHC's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract; and/or

- ii) a financial statement showing that solvency of the Contractor is maintained. The Contractor shall deliver such documents to UCHC in accordance with the terms of UCHC's written request.
- c) The death of any Contractor Party shall not release the Contractor from the obligation to perform under this Contract; the surviving Contractor Parties must continue to perform under this Contract until performance is fully completed.

13) LABOR AND PERSONNEL.

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

14) BACKGROUND CHECKS AND CERTIFICATIONS. All Contractor Parties shall comply with applicable UCHC Policies and procedures regarding checking in upon arrival at the work site, wearing identification badges, and completion of any background checks and/or certifications required by UCHC. In accordance with UCHC Policy No. 2001-3 and applicable federal and State laws, UCHC Public Safety Department ("Public Safety") shall conduct security background investigations and federal sanctions checks on all Contractor Parties before they begin work at UCHC Premises. Accordingly, all Contractor Parties who will be working at UCHC Premises under this Contract shall submit a completed UCHC Background Information Sheet and pay the related fee to Public Safety at least two (2) weeks before their first scheduled date of work. UCHC may also, in its sole discretion, require other Contractor Parties to undergo background and sanctions checks and/or complete a credentialing/registration process and pay related fees. If Public Safety determines that the results of a Contractor Party's background check are unfavorable, UCHC may require the Contractor Party to immediately cease performance under this Contract, without penalty to UCHC.

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

16) TERMINATION.

- a) Notwithstanding any other provisions in this Contract, UCHC may terminate this Contract whenever UCHC, in its sole discretion, determines that such Termination is in the best interests of UCHC or the State.
- b) UCHC shall notify the Contractor in writing of Termination pursuant to this section. The Notice of Termination (“Notice”) shall specify the effective date of termination and the extent to which the Contractor must complete its obligations under this Contract prior to such date. UCHC shall send the Notice to the Contractor at the most current address which the Contractor has furnished to UCHC for purposes of correspondence, via private overnight mail service or certified mail, return receipt requested, or by hand delivery.
- c) Upon receiving the Notice from UCHC, the Contractor shall:
 - i) Immediately discontinue all Services affected in accordance with the Notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to UCHC all Records relating to the Contractor’s discharge of responsibilities under this Contract. Said Records are deemed to be the property of UCHC, and the Contractor shall deliver them to UCHC in electronic, magnetic or other intangible form in a non-proprietary format (such as ASCII or .TXT) no later than thirty (30) Calendar Days after the Termination of this Contract or fifteen (15) Calendar Days after the Contractor receives a written request from UCHC for the Records.
 - ii) Cease operations as directed by UCHC in the Notice, and take all actions that are necessary or appropriate, or that UCHC may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which UCHC directs the Contractor to perform in the Notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- d) Upon Termination of this Contract, UCHC shall, within forty-five (45) Calendar Days of the effective date of Termination, reimburse the Contractor for work properly performed in accordance with Section 2(a) Contractor’s Responsibilities and accepted by UCHC, in addition to all actual and reasonable costs incurred after Termination in completing any work required by the Notice. However, the Contractor is not entitled to receive and UCHC is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon UCHC’s request, the Contractor shall: i) assign to UCHC or any replacement contractor designated by UCHC, all subcontracts, purchase orders and other commitments, and ii) remove from UCHC Premises all such equipment, waste material and rubbish related to its performance of Contract obligations.
- e) Upon Termination of this Contract, all rights and obligations shall be null and void, so that neither Party shall have any further rights or obligations to the other Party, except with respect to the sections which survive the Termination of this Contract. All representations, warranties, agreements and rights of the Parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned herein.
- f) Termination of this Contract pursuant to this section shall not be deemed to be a breach of the Contract by UCHC.

17) BREACH.

- a) If either Party breaches this Contract in any respect, the non-breaching Party shall provide written notice of such breach to the breaching Party and afford the breaching Party an opportunity to cure the breach within ten (10) Work Days from the date that the breaching Party receives such notice. Such right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the

stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Cancellation date, no further action shall be required of any Party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Cancellation date, then the non-breaching Party may cancel this Contract by giving the breaching Party no less than twenty-four (24) hours prior written notice.

- b) If UCHC believes the Contractor has not performed according to the terms of this Contract, it may withhold payment in whole or in part pending resolution of the breach, provided that UCHC notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Section 4, Cost and Schedule of Payments. In addition, if the Contractor fails to deliver Goods or perform Services as specified in the Contract, UCHC may purchase such Goods or Services on the open market. The Contractor agrees to promptly reimburse UCHC for any excess cost associated with such purchases. If UCHC does not cancel the Contract, any open market purchases will be deducted from the Contract quantities.

18) NO WAIVER.

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

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

20) INTELLECTUAL PROPERTY. UCHC's Data Ownership Policy is incorporated herein by reference and may be viewed in its entirety on UCHC's website at www.policies.uchc.edu/policies/policy_2003_42.PDF. All intellectual property, including, but not limited to, patentable inventions, patentable plants, novel plant varieties, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of UCHC. Title and copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, documentation or printed material created as part of the Contractor's performance of this project shall vest in UCHC, and the Contractor shall not copyright any such work. Works of authorship and contributions to works of authorship created by the Contractor's performance of the project are hereby agreed to be "works made for hire" as outlined in the U.S. Copyright Office's Copyright Law of the United States of America, Title 17, Circular 92, Chapter 1. However, if UCHC is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then the Contractor hereby assigns to UCHC all right, title and interest in such works and contributions. The Contractor further agrees to provide UCHC with any and all reasonable assistance which UCHC may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions of works, including the execution of any documents submitted by UCHC.

21) TANGIBLE PERSONAL PROPERTY.

- a) If this Contract involves the Contractor's provision of tangible personal property to the State, the Contractor on its behalf and on behalf of its Affiliates shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - i) For the term of this Contract, the Contractor and its Affiliates shall collect and remit to the State Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax.

- ii) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax.
 - iii) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the last Calendar Day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected.
 - iv) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer.
 - v) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers pursuant to this section shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than thirty (30) Calendar Days after receiving a request by the State, such information required to ensure, in the State's sole determination, compliance with the provisions of the Sales and Use Taxes Act (Chapter 219 of the Connecticut General Statutes).

22) LAWS AND REGULATIONS.

- a) Governing Law. This Contract and any and all disputes arising out of or in connection therewith shall in all respects be governed by the laws of the State of Connecticut, without giving effect to its conflicts of laws principles.
- b) Interpretation. This Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in this Contract to those statutes and regulations.
- c) Time Is of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Contract.
- d) Indemnification/Hold Harmless.
 - i) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - A) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and
 - B) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Contract.
 - ii) The Contractor's obligations under this section to indemnify, defend and hold the State harmless against Claims includes Claims concerning confidentiality of any part of the Solicitation, Proposal or Records; intellectual property rights; other proprietary rights of any person or entity; copyrighted or uncopyrighted compositions; secret processes; and patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
 - iii) The Contractor shall reimburse the State for any and all damage to the State's real or personal property, and shall pay for or repair damage to its own work or the work of other contractors, caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.

- iv) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- v) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name "The University of Connecticut Health Center, the State of Connecticut, and their officers, officials, employees, agents, boards and commissions" as additional insureds on the policy and shall provide a certificate of insurance reflecting same to UCHC prior to the effective date of the Contract. The Contractor shall not begin performance until the certificate of insurance has been delivered to UCHC.
- vi) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- vii) This section shall survive the termination, cancellation or expiration of the Contract and shall not be limited by reason of any insurance coverage.
- e) Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers or employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
- f) Claims Against the State. The Contractor agrees that the sole and exclusive means for the presentation of any Claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings. Notwithstanding and without waiving the foregoing, and without waiving or compromising the State's sovereign immunity or immunity provided under the Eleventh Amendment of the Constitution in any way, to the extent that any immunities provided by State or federal law do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any permitted action against the State shall be brought only in the Judicial District of Hartford or the United States District Court for the District of Connecticut, and shall not be transferred to any other court. The Contractor waives any objection it may have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- g) Summary of State Ethics Laws. Pursuant to the requirements of Conn. Gen. Stat. §1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to Conn. Gen. Stat. §1-81b is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract.
- h) Contracting Affidavits and Certification Forms. The Contractor agrees to execute and submit any and all applicable affidavits and certifications as required by law.
- i) Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning

products and services, in accordance with their respective terms and conditions. UCHC shall provide a copy of the Orders to the Contractor upon request.

- j) Campaign Contribution Restrictions. On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts 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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11, reproduced and inserted below.

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions,

(C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

k) Non-discrimination.

i) Conn. Gen. Stat. §4a-60. Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities. (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who

have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of the contractor’s good faith efforts shall include but shall not be limited to the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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

- ii) Conn. Gen. Stat. §4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation. (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, “contract” includes any extension or modification of the contract, and “contractor” includes any successors or assigns of the contractor.

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

- l) Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (“ADA”), to the extent applicable, during the term of this Contract. UCHC may cancel this Contract if the Contractor fails to comply with the ADA.
- m) Whistleblowing. This Contract may be subject to the provisions of Conn. Gen. Stat. §4-61dd, which applies to “large state contracts” having a value of five million dollars (\$5,000,000) or more. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of UCHC, the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of the statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty (20) per cent of the value of this Contract. Each violation shall be a separate and distinct offense and, in the case of a continuing violation, each Calendar Day’s continuance of the violation shall be deemed to be a separate and distinct offense. UCHC may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. If the Contractor is a “large state contractor” as defined by Conn. Gen. Stat. §4-61dd, the Contractor shall post a notice of the provisions of that statute relating to large state contractors in a conspicuous place which is readily available for viewing by the Contractor’s employees.
- n) Federal False Claims Act.
 - i) The Federal False Claims Act (“FCA”) imposes civil penalties on people and companies who “knowingly” (as that term is defined in the FCA) submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government. The FCA extends to any payment requested of the federal government, and specifically applies to billing and claims sent from UCHC to any government payor program, including Medicare and Medicaid. The FCA also contains provisions intended to protect individuals who report suspected fraud.
 - ii) Under the FCA, any person or company that submits a false claim or statement to the government may be assessed a fine for each such false claim submitted, regardless of size, and may also be charged additional penalties. (Refer to the following documents for further information: Section 6032 of the Deficit Reduction Act of 2005; 31 U.S.C. §§3729-3733 and 3801-3812; Conn. Gen. Stat. §§31-51m, 53a-290 *et seq.*, and 17b-127.)
- o) Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties disclose in writing to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Contract, no later than ten (10) Calendar Days after becoming aware or after they should have become aware of any such Claims.
- p) Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
 - i) 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.

- ii) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E; and
- iii) The University of Connecticut Health Center (hereinafter in this Section of the Contract, "UCHC") is a "covered entity" as that term is defined in 45 C.F.R. §160.103; and
- iv) The Contractor, on behalf of UCHC, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. §160.103; and
- v) The Contractor is a "business associate" of UCHC, as that term is defined in 45 C.F.R. §160.103; and
- vi) The Contractor and UCHC agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act) (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E.
- vii) Definitions.
 - A) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).
 - B) "Business Associate" shall mean the Contractor.
 - C) "Covered Entity" shall mean the University of Connecticut Health Center.
 - D) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. §164.501.
 - E) "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)).
 - F) "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).
 - G) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - H) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - I) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
 - J) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - K) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. §160.202.
 - L) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

- M) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. §164.304.
 - N) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subparts A and C.
 - O) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH Act (42 U.S.C. §17932(h)(1)(A)).
- viii) Obligations and Activities of Business Associates.
- A) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - B) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - C) 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.
 - D) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - E) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - F) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - G) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.
 - H) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - I) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - J) 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.
 - K) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause viii) J) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an

accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. §164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder.

- L) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- M) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- N) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- O) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act (42 U.S.C. §17935(d)(2)) and in any accompanying regulations.
- P) Obligations in the Event of a Breach.
 - (1) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b)) and the provisions of this Section of the Contract.
 - (2) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (a) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - (i) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - (ii) 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).
 - (iii) The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

- (iv) A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (v) Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - (b) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (c) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notification requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- ix) Permitted Uses and Disclosure by Business Associate.
 - A) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - B) Specific Use and Disclosure Provisions.
 - (1) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (2) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (3) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- x) Obligations of Covered Entity.
 - A) 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.

- B) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - C) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- xi) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- xii) Term and Termination.
- A) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause viii) J) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (1) 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
 - (2) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - C) Effect of Termination.
 - (1) Except as provided in xii) B) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause viii) J) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

xiii) Miscellaneous Provisions.

- A) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- B) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- C) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- D) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- E) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- F) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- G) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended, or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

23) ENCRYPTION OF DATA.

- a) All Contractor Parties, at their own expense, shall encrypt any and all electronically-stored data related to this Contract now or hereafter in their possession or control and located on non-State owned or managed devices, which the State classifies as confidential or restricted ("State data"). The method of encryption shall be compliant with the State's Enterprise Wide Technical Architecture ("EWTA"). This shall be a continuing obligation for compliance with the EWTA standard as it may change from time to time.
- b) In the event of a breach of security or loss of State data, the Contractor shall notify the client agency that owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours after the discovery of or suspicion that such data has been compromised through breach or loss.

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

- a) If they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated

by this Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of this Contract and have the power and authority to execute, deliver and perform their obligations under this Contract.

- b) They will comply with all applicable UCHC policies and procedures, including, but not limited to, the Joint Commission on the Accreditation of Health Care Organizations, having jurisdiction in the premises that are applicable to the conduct of physicians.
- c) They will comply with all applicable state and federal laws and municipal ordinances, and obtain and pay for all applicable licenses, permits and fees, in satisfying their obligations to UCHC under and pursuant to this Contract, including, but not limited to, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, and Title 4a of the Connecticut General Statutes concerning State purchasing (including, but not limited to, Conn. Gen. Stat. §22a-194a concerning the use of polystyrene foam).
- d) The execution, delivery and performance of this Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any: i) provision of law, ii) order of any court or the State, or iii) indenture, agreement, document or other instrument to which they are a party or by which they may be bound.
- e) Neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance with UCHC Policy No. 2001-3 or any applicable federal laws or state laws, and they shall disclose to UCHC immediately in writing any debarment, suspension, proposal for debarment, voluntary exclusion or other event that makes them an "Ineligible Person" at any time during the course of this Contract. An "Ineligible Person" is an individual or entity who: i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or nonprocurement programs, or ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- f) They have not, within the three (3) years preceding this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or any state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- g) They are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above.
- h) They have not within the three (3) years preceding this Contract had one or more contracts with any governmental entity cancelled.
- i) They have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract.
- j) To the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Contract.
- k) They shall disclose, to the best of their knowledge, to UCHC in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Contract, no later than ten (10) Calendar Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any claims to UCHC, the ten (10)

Calendar Days in Section 22(o) (Disclosure of Contractor Parties Litigation) shall run consecutively with the ten (10) Calendar Days provided for in this representation and warranty.

- l) Their participation in the Solicitation process (if any) was not a conflict of interest or a breach of ethics under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics.
- m) The Proposal, if any, for which the Contract was awarded was not made in connection or concert with any other person, entity or Proposer, including any Affiliate of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud.
- n) They are able to perform under this Contract using their own resources or the resources of a party who was not a Proposer.
- o) They have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut.
- p) They have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations.
- q) They owe no unemployment compensation contributions.
- r) They are not delinquent in the payment of any taxes owed, or they have filed a sales tax security bond, and they have, if applicable, filed for motor carrier road tax stickers and paid all outstanding road taxes.
- s) Except to the extent modified or abrogated in this Contract, all Title shall pass to UCHC upon complete installation, testing and acceptance of the Goods or Services and payment by UCHC.
- t) If either Party terminates or cancels this Contract for any reason, they shall relinquish to UCHC all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by UCHC.
- u) With regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license.
- v) They shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of this Contract without UCHC's prior written consent.
- w) They either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party.
- x) The Goods do not infringe on or misappropriate any patent, trade secret or other intellectual property right of a third party.
- y) UCHC's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party.
- z) If they procure any Goods, they shall sub-license such Goods and that UCHC shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods.
- aa) They shall assign or otherwise transfer to UCHC, or afford UCHC the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to UCHC.
- bb) They shall assign to the State all right, Title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, 15 U.S.C. §15, or under Chapter 624 of the Connecticut General Statutes.
- cc) The Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties.

dd) Each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms and conditions of this Contract and that all appropriate parties shall also provide to UCHC, no later than fifteen (15) Calendar Days after receiving a request from UCHC, such information as UCHC may require to evidence, in UCHC's sole determination, compliance with this section.

25) REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES. If in the course of performance or in any other way related to this Contract, the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(a)(50) (including, but not limited to, such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor represents and warrants for itself and the Contractor Parties that:

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

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

27) AUDIT AND INSPECTION OF RECORDS.

- a) The Contractor shall prepare, maintain and preserve all Records with respect to the administration of this Contract, which Records shall be the property of UCHC. During the term of the Contract, and for three (3) years from the date of Termination, Cancellation or Expiration of the Contract, UCHC, its officers, attorneys, accountants, auditors, and other authorized representatives of the State shall have free and full access, during normal business hours, to all Records pertaining to this Contract, in whatever form they exist or are stored. Upon UCHC's request during the term of the Contract or within three (3) years from the date of Termination, Cancellation or Expiration of the Contract, all such Records, or exact copies thereof, shall be immediately turned over intact to UCHC.

- b) The Contractor may be required to provide for an annual financial audit acceptable to UCHC for any expenditure of State-awarded funds made by the Contractor. Such audit shall include audit recommendations and management letters. The State Auditors of Public Accounts shall have access to all Records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and State single audit standards as applicable.
- c) The Contractor shall cooperate fully with the State and its agents in connection with any audit or inspection. The Contractor shall ensure that in all of its contracts with third parties pertaining to the performance of this Contract, provision shall be specifically made to assure the Contractor's ability to fully meet the obligations set forth in this section. Following any audit or inspection, the Contractor shall cooperate with an exit conference upon the State's request.

28) NONDISCLOSURE/ADVERTISING.

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

29) CONFIDENTIALITY.

- a) All data provided to the Contractor by UCHC or developed internally by the Contractor with regard to UCHC shall be treated as proprietary to UCHC unless UCHC agrees in writing to the contrary. The Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by UCHC or others, which may come into the Contractor's possession during the term of this Contract, except where disclosure of such information by the Contractor is required by governmental authority to ensure compliance with laws, rules or regulations, and such disclosure shall be limited to that actually so required. Where such disclosure is required, the Contractor shall provide advance notice to UCHC of the need for the disclosure and shall not disclose absent consent from UCHC. The requirements of this section are in addition to those pertaining to HIPAA as set forth above.
- b) UCHC will afford due regard to the Contractor's request for the protection of proprietary or confidential information that UCHC receives. However, all materials associated with the Solicitation and the Contract are subject to the FOIA provisions set forth in Chapter 14 of the Connecticut General Statutes, and all corresponding rules, regulations and interpretations. If the Contractor indicates that certain documents are submitted in confidence, by specifically and clearly marking them as "**CONFIDENTIAL**," UCHC will endeavor to keep said information confidential to the extent permitted by law. However, UCHC has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing, in the legally-prescribed manner, the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall UCHC or the State have any liability for the disclosure of any documents or information in UCHC's possession which UCHC believes is required to be disclosed pursuant to FOIA or other requirements of law. To the extent that any other provision of the Contract, Solicitation or any other Records or documents conflicts or is in any way inconsistent with this section, this section controls and shall apply.

- 30) PUBLIC RECORDS.** This Contract may be subject to the provisions of Conn. Gen. Stat. §1-218, which states that each contract in excess of two million five hundred thousand dollars (\$2,500,000) between a public agency and a person for the performance of a governmental function shall provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy

such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Conn. Gen. Stat. §§1-205 and 1-206.

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

32) INSURANCE.

- a) The Contractor agrees that while performing the Services specified in this Contract, it shall carry sufficient insurance (liability and/or other, as applicable according to the nature of the Services to be performed), in at least the following amounts, so as to save the State harmless from any insurable cause whatsoever:
 - i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work performed by the Contractor under this Contract, or the general aggregate limit shall be twice the occurrence limit.
 - ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
 - iii) Professional Liability: \$1,000,000 limit of liability.
 - iv) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - v) A following form (Excess Liability/Umbrella Policy) may be used to meet the minimum limit guidelines.
- b) For each applicable insurance policy:
 - i) The Contractor shall name "The University of Connecticut Health Center, the State of Connecticut, and their officers, officials, employees, agents, boards and commissions" as additional insureds, and shall identify the project name/number, this Contract number, or another easily-identifiable reference to the Contractor's relationship to UCHC.
 - ii) The coverage shall contain no special limitations on the scope of protection afforded to UCHC or the State.
 - iii) The Contractor shall assume any and all deductibles.
 - iv) The Contractor's insurer shall have no right of recovery or subrogation against UCHC or the State and the described insurance shall be primary coverage.
 - v) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to UCHC or the State.
 - vi) The insurer must send written notice to UCHC by certified mail, at least thirty (30) Calendar Days prior to any reduction, cancellation or non-renewal of coverage.
 - vii) "Claims Made" coverage is unacceptable, with the exception of Professional Liability coverage.

- c) All applicable certificates of insurance, reflecting the above requirements, shall be provided to UCHC prior to the effective date of this Contract.
- 33) ASSIGNMENT.** This Contract shall not be assigned by either Party without the express written consent of the other.
- 34) SURVIVAL.** The rights and obligations of the Parties which by their nature survive termination or completion of this Contract, including, but not limited to, those relating to Intellectual Property (Section 20), Indemnification/Hold Harmless (Section 22(d)), Audit and Inspection of Records (Section 27), Nondisclosure/Advertising (Section 28), Confidentiality (Section 29) and Public Records (Section 30), shall remain in full force and effect.
- 35) HEADINGS.** The headings or titles of sections, subsections and paragraphs in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
- 36) NUMBER AND GENDER.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
- 37) PARTIES.** To the extent that any Contractor Party is to participate or perform in any way, directly or indirectly, in connection with this Contract, any reference in the Solicitation (if any) and this Contract to “Contractor” or “Proposer” shall also be deemed to include “Contractor Parties” or “Proposer Parties,” respectively, as if such reference had originally specifically included “Contractor Parties” or “Proposer Parties,” since it is the Parties’ intent for the terms “Contractor Parties” and “Proposer Parties” to be vested with the same respective rights and obligations as the terms “Contractor” and “Proposer.”
- 38) FURTHER ASSURANCES.** The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to and carry out the intent of this Contract.
- 39) SEVERABILITY.** If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.
- 40) ENTIRE AGREEMENT.** This Contract and any changes, amendments or modifications (which shall not be valid unless reduced to writing, signed by both Parties, and, where applicable, approved by the Attorney General or his designee) constitutes the entire agreement between UCHC and the Contractor named on page 1 of this Contract, on the matters specifically addressed herein. The Parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind of nature not set forth herein. This Contract shall supersede all prior written agreements between the Parties and their predecessors. The Contractor and UCHC acknowledge that they have each contributed to the making of this Contract and have had adequate opportunity to consult with counsel in its negotiation and preparation, and that, in the event of a dispute over its interpretation, the language of the Contract will not be construed against one Party in favor of the other. This Contract shall inure to the benefit of each Party’s heirs, successors, and permitted assigns. No other individual or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.
- 41) NOTICES.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the Party to receive such notice at the address given below or such other address as may hereafter be designated by notice in writing.

If to UCHC:

NAME, TITLE
University of Connecticut Health Center
263 Farmington Avenue, MC-_____
Farmington, CT 06032

If to the Contractor:

||

42) STATUTORY AUTHORITY. This Contract is entered into by UCHC pursuant to the authority granted by Connecticut law, including Conn. Gen. Stat. §§4a-52a, 10a-104, 10a-108, and 10a-151b.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
THE SIGNATURE PAGE FOLLOWS.**

DRAFT

UNIVERSITY OF CONNECTICUT HEALTH CENTER:

(Print Name)

(Signature)

(Date)

Title: Director of Purchasing/Chief Financial Officer

CONTRACTOR:

(Contractor Company Name)

(Contractor's Authorized Representative - Print Name)

(Contractor's Authorized Representative -Signature)

(Date)

Title: _____

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

OFFICE OF THE ATTORNEY GENERAL:

Approved by:

(Print Name)

(Associate/Assistant Attorney General - Signature)

(Date)