

REQUEST FOR PROPOSAL

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

Matthew A Larson
Asst Director of Purchasing

mlarson@uchc.edu
Email address

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
263 Farmington Avenue, MC4036
Farmington, CT 06032
860-679-2408



Acknowledgment: Receipt of RFP Documents
FAX to 860-679-2508

RFP Number	RFP Release Date	Due Date Time
2-1995	January 3, 2008	January 21, 2008 at 3:30 PM
RFP:	CHIN Model Network System	

This acknowledgement is crucial in maintaining vendor records for proposal follow-up procedures (i.e. addendum, questions regarding proposal).

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

RFP NUMBER:
2-1995

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 RFP Documents" (Form UCHC-1)
- ☐ 2. The Proposal (UCHC-3, UCHC-5) must be signed by a duly authorized representative of the company. Unsigned Proposals will automatically be rejected.
- ☐ 3. The Proposal Schedule (UCHC-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 UCHC-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 (UCHC-9, UCHC-10) to the RFP have been signed and included.
- ☐ 9. Vendor may be asked to submit a Statement of Qualifications (UCHC-8) should UCHC deem it necessary.
- ☐ 10. MAKE SURE TO INCLUDE THE ORIGINAL PROPOSAL SCHEDULE PAGES (UCHC-4) ALONG WITH REQUIRED NUMBER OF COPIES.
- ☐ 11. The RFP number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the RFP number inside the envelope.
- ☐ 12. The pre-addressed mailing label has been used on your Proposal envelope or the Proposal envelope has been addressed as follows:

SEALED RFP NO:	<u>2-1995</u>
NOT TO BE OPENED UNTIL:	<u>January 21, 2008 , 3:30PM</u>
RETURN PROPOSAL TO:	
University of Connecticut Health Center	
263 Farmington Avenue MC 4036	
Farmington, CT 06032-4036	

- ☐ 13. Hand delivered Proposals are to be presented at **University of Connecticut Health Center, Purchasing Department 2nd Floor, 16 Munson Road, Farmington, CT 06032.**
- ☐ 14. 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

REQUEST FOR PROPOSAL

UCHC-3 Rev. 8/07

Previous Rev. 5/07

Matthew A Larson*Asst Director of Purchasing***860-679-2408**

Telephone Number

STATE OF CONNECTICUT**UNIVERSITY OF CONNECTICUT HEALTH CENTER****PURCHASING DEPARTMENT****263 Farmington Avenue, MC 4036****Farmington, CT 06032****RFP Number:****2-1995****Read & Complete****Carefully****Page 1 of 5**

RFP NO:	RFP DUE DATE:	RFP DUE TIME:	RFP SURETY:	DATE ISSUED:
2-1995	January 21, 2008	3:30 PM	NA	January 3, 2008

DESCRIPTION:

FOR: **UCHC** TERM OF CONTRACT: **One-time enagagment**

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

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 RFP package. Failure to submit all pages of this form may constitute grounds for rejection of your RFP.

SECTION 1 of 2: PROPOSER INFORMATION

COMPLETE BIDDER LEGAL BUSINESS NAME:	TAXPAYER ID # (TIN): ☐ SSN ☐ FEIN WRITE/TYPE SSN/FEIN NUMBER ABOVE
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AFFIRMATION OF BIDDER

The above named bidder fully acknowledges and agrees with all the terms and conditions contained within the entire Request for Proposal (RFP) document. Including but not limited to: Form UCHC-3 (HIPAA), the accompanying RFP proposal schedule, specifications, requirements and/or scope, RFP Standard Terms and Conditions (Form UCHC-7) and RFP Special Terms and Conditions (Form UCHC-7a). Further, if the above named bidder is awarded a contract for the goods and/or services contained within this RFP, the bidder's signature on Form UCHC-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 RFP 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 UCHC-7 and UCHC-7a, the proposal schedule and commodity specification Form UCHC-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:

SIGN HERE

Date Executed

Type or Print Name of Authorized Person

Title of Authorized Person

IS YOUR BUSINESS **CURRENTLY** A DAS *CERTIFIED* SMALL BUSINESS ENTERPRISE?☐ YES (Attach a copy of Certificate) ☐ NOIF YOU ARE A *STATE EMPLOYEE*, INDICATE YOUR POSITION, AGENCY, AND AGENCY ADDRESS:

Matthew A Larson

Asst Director of Purchasing

860-679-2407

Telephone Number

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
Farmington, CT 06032

THIS FORM AND
REQUIRED PROPOSAL
SCHEDULE FORMS
MUST BE RETURNED

Read & Complete
Carefully

Page 2 of 5

RFP NO: 2-1995

SECTION 1 of 2 –PROPOSER INFORMATION (Continued)

Proposer's Address		Remittance Address (☐ Same as Proposer Address)	
No. and Street			
City, State , Zip Code			
Contact Person		Web Address	
Telephone Number		Cell Number	
Fax Number			
BUSINESS ENTITY: ☐ LLC ☐ NON-PROFIT ☐ PARTNERSHIP: ☐ INDIVIDUAL/SOLE PROPRIETORSHIP ☐ COPORATION 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)

☐ E-MAIL	☐ FAX	☐ USPS MAIL
NAME:		
E-MAIL ADDRESS:		
TELEPHONE NUMBER:		
FOR REQUEST FOR PROPOSAL (RFP) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)		
☐ E-MAIL	☐ FAX	☐ USPS MAIL

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

--

Matthew A Larson

Asst Director of Purchasing

860-679-2408

Telephone Number

STATE OF CONNECTICUT

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RFP NO: 2-1995

SECTION 2 of 2: PROPOSER DEBARMENT AND/OR SUSPENSION

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

Instructions for Certification

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

Except for transactions authorized under paragraph 3.(a) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

☐ YES ☐ NO

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

Number of notices attached:

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
Farmington, CT 06032

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Telephone Number

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RFP NO. 2-1995

UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT

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

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

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

Contractor agrees that it:

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (4) "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).
 - (5) "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.
 - (6) "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.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (12) "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, subpart A and C.
- (h) Obligations and Activities of Business Associates.
 - (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I 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.
 - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
Farmington, CT 06032

THIS FORM AND
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SCHEDULE FORMS
MUST BE RETURNED

Matthew A Larson
Asst Director of Purchasing

860-679-2408

Telephone Number

Read & Complete
Carefully

RFP NO. 2-1995

Page 5 of 5

UNIVERSITY OF CONNECTICUT HEALTH CENTER BUSINESS ASSOCIATE AGREEMENT

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

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

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
 - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary
 - (3) Effect of Termination
 - (A) Except as provided in (l)(2) above, 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. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Provisions.
 - (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, 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 pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, 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.

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

☐ YES (Applicable) ☐ NO (Non-Applicable)

REQUEST FOR PROPOSAL UCHC-4 Rev. 5/07 Previous Rev. 12/04 Matthew A Larson <i>Asst Director of Purchasing</i> 860-679-2408 <i>Telephone Number</i>	STATE OF CONNECTICUT UNIVERSITY OF CONNECTICUT HEALTH CENTER PURCHASING DEPARTMENT 263 Farmington Avenue, MC 4036 Farmington, CT 06032		RFP Number: 2-1995	
	Proposal Schedule 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.		Delivery:	
			Terms: Cash Discount:	
			%	# Days
			Bidder Name:	
		SSN or FEIN #:		

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
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1	CHIN Model Network Development The University of Connecticut Health Center requests proposals for the further development and refinement of an existing prototype system to enable the integration of disparate health-related databases residing in Connecticut state agencies. The system will be used by agency staff, external researchers, policymakers, and other authorized users to access, integrate, and analyze de-identified information for the purposes of monitoring and evaluating programs and assessing health outcomes. Please respond to all specifications and requirements stated in attached requirements/scope document entitled, "CONNECTICUT HEALTH INFORMATION NETWORK (CHIN) MODEL NETWORK DEVELOPMENT," dated January 3, 2008. Provide all appropriate support material. A copy of the RFP in MS Word format for convenience Of preparing response may be obtained by emailing mlarson@uchc.edu . <u>INSTRUCTIONS</u>				
	Contact Information Please use the following name and address for all correspondence with the University of Connecticut Health Center concerning this RFP. Bidders who solicit information about this RFP either directly or indirectly from other sources will be disqualified. All correspondence must be directed to: Matthew A Larson, Asst Director of Purchasing UConn Heath Center Purchasing 263 Farmington Ave. Farmington, CT 06034-4036 Voice 860-679-2408 Fax 860-679-2508 Email: mlarson@uchc.edu				
2	Complete Response Bidder must respond to each requirement of the Request for Proposal by noting acceptance or taking exception with complete explanation, directly beneath each item as outlined in the RFP				

	document. An official authorized to bind the bidder to its offer must sign the Bidder Information documents included with this RFP.				
3	Submission of Proposals Proposals are due Monday, January 21, 2008 at 3:30 PM. Bids must be sealed and not delivered in open packages or binders. UCHC will not accept any faxed or emailed proposals. Send Proposals to: UConn Health Center Purchasing Department MC 4036 16 Munson Road 2nd Floor Farmington, CT 06032 Attention: RFP 2-1995				
4	Questions <u>Submit questions in writing by email only. No telephone questions will be accepted or considered.</u> Suppliers should refer to the specific RFP paragraph number and page and should quote the passage being questioned. UCHC will respond to questions promptly and will send answers to all suppliers as a group. UCHC will delete supplier names from the text of questions and answers being sent. <u>Deadline for submitting questions is 12:00 PM on Friday, January 11, 2008 . Questions received after that time will not be considered.</u> Submit questions to: Matthew A Larson Email: mlarson@uchc.edu				
5	Number of Proposals Vendor must submit one original and five copies of proposal, plus one copy of the RFP package on CD.				
6	Proposal Preparation Proposals should be prepared simply and economically without emphasis on the presentation of the proposal. Expensive bindings, color photographs, and excessive promotional materials, such as videos, are neither desired nor needed. Suppliers may submit brochures if requested, but should not include materials not requested. UCHC prefers to receive proposals in appropriately sized three-ring binders with index tabs to separate sections.				
7	Offer Expiration Date Proposals in response to this RFP shall be valid for 180 days from the proposal due date. UCHC reserves the right to ask for an extension of time if needed.				
8	Requests for additional information UCHC reserves the right to ask for further information from the bidder either in writing or verbally at any point during the selection process. Only information provided in writing will be relied upon and expected to be part of any subsequently awarded agreement.				

9	Higher Education Extension This contract is extended to all constituent units of the State of Connecticut Higher Education System. By Definition, the State system of higher education consists of: the University of Connecticut and all Branches thereof, the state colleges collectively know as the Connecticut State University System, the regional Community-technical colleges, the Board for State Academic Awards and the staff of the Department of Higher Education as established pursuant to section Connecticut General Statute 10a-5.				
10	Affidavits As required by State Law, please complete the following forms in the Affidavit Requirements for State Contracts section: 1. Form 5: Consulting Agreement Affidavits 2. Form 6: Affirmation of Receipt of State Ethics Laws Summary(for contracts \$500K or more) 3. SEEC Form: Form 11(disclosed for informational purposes) 4. AG Form 1: Non-discrimination Certification Direct All questions to: Matthew A Larson mlarson@uchc.edu				



REQUEST FOR PROPOSAL 2-1995

CONNECTICUT HEALTH INFORMATION NETWORK (CHIN)
MODEL NETWORK DEVELOPMENT

*UCONN HEALTH CENTER
DATE: 1/3/08*

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SECTION I. STATEMENT OF INTENT AND GENERAL INFORMATION

A. Response Requirements

The purpose of this RFP is to request proposals for the further development and refinement of an existing prototype system to enable the integration of disparate health-related databases residing in Connecticut state agencies. The system will be used by agency staff, external researchers, policymakers, and other authorized users to access, integrate, and analyze de-identified information for the purposes of monitoring and evaluating programs and assessing health outcomes.

The review of your product and services will be based on your responses to this RFP and may include demonstration sessions and visits to a client site.

The University of Connecticut Health Center reserves the right to amend this RFP without altering the timing requirements for response. Any changes or addenda to these documents will be communicated in writing as quickly as possible. If there are modifications that will change the timing requirements, these will be communicated as quickly as possible.

The University of Connecticut Health Center (UCHC) reserves the right to negotiate the final terms and conditions of the proposal and resulting agreement.

The vendor must respond to each item in the purchase specification, stating acceptance or taking exception to the item. If a specification cannot be met, the vendor is required to provide alternatives or explanations, noted as exceptions to these specifications. If certain functionality is to be incorporated into future releases of the software product, give expected date of release to the general client base. If the functionality is currently in alpha or beta testing, state client testing functionality and start date of testing. If a specific required item or capability is unavailable, the Vendor may comment on its future availability by providing details on development status and planned delivery schedules.

The vendor providing this hardware/software should list any special requirements in regard to power and structural features of the buildings that will house the hardware and include any special installation requirements in the purchase price. State the electrical power requirements with respect to power line conditioning and protection from spikes, surges, sags, loss of power, and other power line interference.

The vendor must meet the Standard Bid Terms and Conditions, the UCHC Information Security Policy, and other regulatory (State and Federal) guidelines where applicable.

The vendor shall provide UCHC with (4) four complete RFP packages, including itemized quotation, terms and conditions, maintenance agreements, equipment description/technical product data specifications, and acceptance test procedure. All proposals become the property of UCHC. Also provide one copy of the RFP package on CD-Rom.

Any questions or concerns regarding the System requirements should be addressed to Purchasing Department, 1-860-679-2408.

SECTION I. STATEMENT OF INTENT AND GENERAL INFORMATION

B. Evaluation Criteria

A Committee shall evaluate responses to this RFP against the criteria listed below. A contract amendment shall be accomplished through negotiation.

1. Technical Requirements
2. Functional Requirements
3. Qualifications and Completeness of Reporting Abilities
4. Site Visit (if needed)
5. Product Demos and Presentation of Scenario Results
6. Completeness of Proposal
7. Technical Support
8. System Cost

C. Proposal and Evaluation Timetable

The following schedule for this project is provided for planning purposes only, and the dates reflected are subject to change.

<u>Description:</u>	<u>Start Date</u>	<u>End Date</u>
1. Issue RFP	1/3/08	
2. Vendor questions due	1/11/08 at 12:00PM	
3. Vendor Responses Due	1/21/08 at 3:30PM	
4. Evaluation of Responses	1/21/08	1/25/08
5. Vendor Presentation and site visits	To be determined	
6. Decisions and Next Steps	1/28/08	
7. Contract Amendment Negotiations Start	1/28/08	

Please note:

- This timetable is tentative and subject to change.
- Site visits will be conducted based on decision by project team.

SECTION II. PROFILE

A. Background Information

Despite an enormous investment of effort and resources, Connecticut suffers from a dearth of information concerning the health and well-being of its citizens. This situation is due in large part to the fragmentation of information across state agencies and the absence of a technological and institutional platform through which this information can be integrated and shared. As a result agencies, policymakers, and government officials lack the data required to devise effective policies and programs to reduce morbidity and mortality in the state, coordinate the delivery of services, evaluate best-practices, and monitor the health of our most vulnerable populations.

The Connecticut Health Information Network initiative constitutes a new paradigm for collaboration in information sharing. This initiative aims to create an innovative technological platform for accessing and integrating information in a highly secure manner while simultaneously fostering an institutional framework for government-university-community partnerships to promote collaboration and access. The initiative is organized by the Center for Public Health and Health Policy (CPHHP) at the University of Connecticut.

Over the past 3 years CPHHP has completed a number of milestones in developing a proposal for the infrastructure and environment needed to facilitate agency data sharing and integration. Following a comprehensive needs analysis, CPHHP proposed, based on the recommendations of a medical informatics consultant, an innovative technological platform for a Connecticut Health Information Network (see Appendix). CHIN will provide end users with the benefits of a data warehouse while avoiding much of the overhead of a physical data warehouse. It will accomplish this using a federated or distributed database architecture with record integration, query, and privacy capabilities in a secure networked environment. The federated approach, employed on the national level by CDC's PHIN and NEDSS programs, facilitates data sharing by defining a common set of standards & protocols and providing middleware software components to enable messaging and data exchange. Key features of the proposed system include:

- The CHIN physical architecture will consist of services (e.g., the query interface, metadata registries, and trusted broker) running on servers at the University of Connecticut Health Center.
- The data sources will remain in each agency, with platform-independent mapping and transport components enabling integration with the CHIN services components at UCHC via encrypted connections with certificate-based authentication.
- The network will be highly secure and access will be tightly controlled. Data can only be accessed with prior authorization from a governing body consisting of agency representatives.
- Only de-identified data will be made accessible to authorized users.

A more comprehensive description of the functional and technical specifications for CHIN is provided in the attached Needs Analysis Report (see Appendix).

The key benefits of this network include:

- Access to information essential to efforts to improve delivery and coordination of programs and services, and to improve quality of life..

- The ability to comprehensively assess target populations and their interactions with various state agencies over extended periods of time.
- Advancement of evidence-based practices through a more comprehensive evaluation of the link between programs and health outcomes over time.
- Potential for knowledge transfer and the establishment of best practices for data collection and data management across state agencies.
- A vehicle for state agencies to articulate their needs and agenda to the legislative and executive branches of government.

SECTION II. PROFILE

The University of Connecticut Health Center wishes to contract for the further development and refinement of an existing prototype of the CHIN platform.

B. Overall Scope of Proposed System

Integration of disparate databases within and across CT state agencies is currently an enormous challenge. The existing CHIN prototype provides an approach to this problem through a distributed architecture that allows data to continue to reside in their current locations within agencies, and based almost exclusively on open-source software components. The status of each CHIN component in the current prototype is summarized below:

- Contributor
 - o Mapping tools
 - Complete and tested, need to add support for multi-table mapping
 - o Metadata definition and publishing
 - Documentation includes instructions for submitting HL7 records to the network and updating the centralized metadata registry. Fully automated tools to allow registry publishing & updates by contributor administrators not developed.
 - o Data access and translation components (XBridge & Mako)
 - Complete and tested
 - o Test data source setup
 - Complete
- Trusted Broker
 - o Virtual Mako
 - Complete
 - o XML parsing and transformation
 - Complete
 - o Record Linkage Engine
 - Initial prototype complete
 - o De-identification Engine
 - Complete
- Aggregator
 - o Metadata (Data Definitions) Registry
 - Complete. Documentation includes instructions for updating and managing centralized metadata registry. Fully automated tools to allow registry

management, publishing & updates by contributor administrators not completed.

- o Result set integration engine
 - Complete
- o Query Interface
 - Query Builder Web Interface
 - Complete
- o Administration
 - Query review and execution tools
 - Complete
- Authentication and Authorization
 - o Complete
- Test Plan (for which component) XXXXX
 - o Complete

The technology currently in use for the CHIN prototype includes:

- Java
- MySQL database
- Linux
- A variety of open source tools including Mako, Febrl, XSquare, PHP
- SOAP web services communication interface
- CVS repository used for source code control

We are seeking to develop CHIN beyond the prototype phase to further address: scalability, security, and record linkage; incorporate additional and more disparate datasets; and to deploy a production version of the system for testing and evaluation. Bidders must continue development within the existing technologies and tool sets used in the CHIN prototype. Commitment to and demonstrated experience in using open source methodology is essential. The organization has invested heavily in these technologies and is not looking to move to a different platform.

Infrastructure requirements for the next phase of the project include:

- setup of an environment for development, simulation, and testing
- understanding of VMWare
- support of day to day infrastructure needs

C. Statistical Summary

Some highlights of required functionality is briefly outlined below:

- Bring additional databases into CHIN
- Map data in these databases to CHIN using HL7 schema employed in existing prototype
- Demonstrate and test system scalability
- Enhance and test security features of prototype
- Further develop and refine existing matching engine
- Conduct testing to demonstrate adequate system performance and reliability

- Implement and test the enhanced prototype in select state agencies

D. Required:

- Proven understanding of federated database theory.
- Experience working with State Agencies.
- Demonstrate experience with technology, process and theory described within this RFP.
- During development must adhere to the UCHC Software Development Life Cycle process complete with scope, requirements, design, test, and implementation documentation.

SECTION III. Cost Data

A. System Cost Guidelines

In the proposal, the vendor shall supply a list of the major components, the individual major component's costs, and the total cost, including any installation costs of the system. Itemize any options requested on a separate list. Also, the vendor shall provide a list with costs of any items/hardware/disposables that are required in order to use the product in typical patient care settings.

1. Ongoing Maintenance and Support Costs

Describe the options and components of on-going maintenance and the costs associated with them for any system equipment and software. All hardware purchased from the vendor should state warranty period as well as ongoing support once the warranty period expires.

Describe the types of support available and their associated costs for any/or equipment and software. Include all peripheral costs such as transportation or dedicated lines.

2. Payment Terms

Payment terms for software application excluding interfaces shall be 20% on contract signing, 30% on installation of software, 30% on first use or go-live, and the remaining 20% on functional acceptance. Interfaces shall be paid according to the same terms with the exception of the first milestone. The first interface milestone will be once the project plan is finalized and the interfaces are defined and finalized.

SECTION IV. VENDOR RESPONSE

A. Vendor Background

1. Do you intend to subcontract any part of the work for the proposed system? If yes, list the pieces to be subcontracted. NOTE: if there are sub-contractors associated with this proposal, they must answer all vendor-related questions.
2. How many years have you been in business?
3. How many total installations of the proposed system do you currently have installed?
5. Have any customers filed legal action against your company? If so how many are currently in litigation?

6. State your primary line of business and the percentage of your business derived from the sale of this software.
7. What is the current size and home location of your company?
8. What is the location of the office that will be serving UCHC during implementation? How large is the maintenance staff at that location? How large is the support staff at that location?
9. Do you sponsor user groups and/or conferences for client companies?
10. What is the current financial condition of your company? Provide supporting documentation. If the company is privately held, supply sufficient information to document the company's financial status.
11. Did you design and build the software you are proposing or are you A) marketing the system for the designer or B) selling a system you purchased (acquired) from another vendor?
12. Do you provide on-site assistance when required?
13. Describe the Production Support Model utilized by your company (location, hours of support, issue tracking methodology, guarantees, etc.)

B. Vendor References

1. Provide a list (table form) of at least three (3) customer sites including contact names and phone numbers: interfaces (installed and operational) and exactly what functionality is in production in each of them.
2. Please list potential site visit locations and include the following information for each site visit listed: name of organization, contact person, organization size, applications installed, interfaces, and dates of installation.
3. Please list clients using the vendor's solution to perform the same or similar functions as the functions described in this document.
4. Please list local (Northeast) clients using the vendor's solutions, and latest sites where the vendor has or is installing systems.

END OF SCOPE DOCUMENT

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER PURCHASING DEPARTMENT

Matthew A Larson

Asst Director of Purchasing

860-679-2408

Telephone Number

263 Farmington Avenue, MC 4036

Farmington, CT 06032

THIS FORM AND
REQUIRED PROPOSAL
SCHEDULE FORMS
MUST BE RETURNED

Read & Complete

Carefully

RFP NO: 2-1995

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

<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. <u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	<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. <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.
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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

Part III - Bidder Subcontracting Practices

(Page 4)

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

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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REQUEST FOR PROPOSAL

UHC-6 Rev. 8/07

Previous Rev. 5/07

Matthew A Larson*Asst Director of Purchasing***860-679-2408**

Telephone Number

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036

Farmington, CT 06032

RFP Number:

2-1995

State of Connecticut
Contract Affidavits, Certifications, and Notices

WHEN TO SUBMIT	CONTRACTING AFFIDAVITS/CERTIFICATION FORMS			
	Signed by AGENCY	Signed by CONTRACTOR		
		ALL Contracts cost or value ≥ over \$0.00	All Contracts Cost or value ≥ \$50K	All Contracts Cost or value ≥ \$500K
submit form with bid or proposal		AG FORM (I/C)	FORM5*	FORM6 **
submit form at time of contract execution	FORM 3	AG FORM (I/C)	FORM1 FORM5*	FORM6 **
submit form after contract execution				FORM6 **
submit form annually if multi-year contract			FORM1	

* 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

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____ 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
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Contractor Name

Awarding State Agency

State Agency Official or Employee Signature

Date

Printed Name

Title

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

Commissioner of the Superior Court
or Notary Public



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)
_____ Start Date	_____ End Date	_____ Cost
Description of Services Provided: _____		

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

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

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

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

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

**Commissioner of the Superior Court
or Notary Public**



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

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

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,
(name of state or commonwealth)
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 has executed this certificate this ____ day of
_____ 20__

Print Name: _____

Title: _____

Signature

Date



UNIVERSITY OF CONNECTICUT HEALTH CENTER NON-DISCRIMINATION CERTIFICATION

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 07-14.

(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 has executed this certificate this ____ day of
_____ 20__.

Print Name: _____

Signature

Date

REQUEST FOR PROPOSAL

UCHC-7 Rev. 5/07
Previous Rev. 12/04

Matthew A Larson
Asst Director of Purchasing

860-679-2408
Telephone Number

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
Farmington, CT 06032

RFP Number:

2-1995

STANDARD RFP AND CONTRACT TERMS & CONDITIONS

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

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

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

Submission of Bids

1. The time and date bids are to be opened is given in each bid issued. Bids must be submitted on forms supplied by Purchasing Department. Telephone or facsimile bids will not be accepted in response to a Request for Proposal.
2. Bids received after the specified time and date of bid opening given in each bid proposal shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the Purchasing Department after the time specified for opening of bids, shall not be considered. An original and one copy (unless more than one copy is requested) of the proposal schedule shall be returned to the Purchasing Department. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one, which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitations to Bid.
5. Alternate bids will not be considered. An alternate bid is defined as one, which is submitted in addition to the bidder's primary response to the Invitations to Bid.
6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.
7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

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

Guaranty or Surety

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

Samples

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.
13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

14. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The time and date bids are to be opened is given in each bid issued.
15. Purchasing Department may reject any bidder in default of any prior contract or guilty of misrepresentation of any bidder with a member of its firm in default or guilty of misrepresentation.
16. Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

Contract

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.
18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.
19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten-day period, the award will be made to the next lowest responsible qualified bidder.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Purchasing Department to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.
21. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship;

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repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

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

Delivery

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

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

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

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

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

Saving Clause

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

Advertising

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

Rights

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

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

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

33. All purchases will be in compliance with the law of the State of Connecticut. This contract is subject to the provisions of the following Statute(s) and Executive Orders:

Sec. 22a-194. Definition of controlled substance. As used in sections 22a-194a to 22a-194g, inclusive, "controlled substance" means a controlled substance under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer, signed September 16, 1987, as may be amended.

For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice as enclosed.

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

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

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

Executive Order No. Fourteen of Governor M. Jodi Rell promulgated April 17, 2006 states the contractors shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

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

Records, Files, and Information

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

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

Dispute Resolution

36. Contractor may bring claims against Customer for any loss, claim, damage, or liability of whatsoever kind or nature, which may arise from or in connection with this Agreement in accordance with Chapter 53 of the Connecticut General Statutes. Contractor shall have recourse through the State of Connecticut Claims Commission as provided under Chapter 53 of the Connecticut General Statutes in which all claims against the State of Connecticut and the University of Connecticut Health Center will be filed with Connecticut's Claims Commissioner. The parties agree that if such claim is not resolved by the State of Connecticut Claims Commission, then the venue for any the litigation resulting out of any controversy or claim against

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the Customer arising out of or relating to this Agreement, or the breach thereof, shall be the state courts of Connecticut or the federal courts sitting in Connecticut. Each party hereby irrevocably waives the right to trial by jury in any federal or state judicial proceeding. Each party hereby waives any right to seek punitive, exemplary, multiplied or consequential damages, prejudgment interest or attorneys' fees or costs.

Other Requirements

37. Conn. Gen. Stat. § 4a-81 (the "Act") requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether an consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-

public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person. (d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is defined by the bid release date.

John Dempsey Hospital Policies and Procedures

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

Whistle Blowing

39. This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. 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 the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. 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. The State 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. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing the employees of the Contractor.

Federal False Claim Act

40. The federal False Claims Act (FCA) imposes civil penalties on people and companies who knowingly submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government, in order to receive payment. The term "knowingly" is defined as a person,

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with respect to information, that has actual knowledge that a claim is false, knowingly ignores facts which may reveal false information or disregards the need to check the truth or accuracy of the information. The FCA extends to any payment requested of the federal government. More specifically, the FCA applies to billing and claims sent from UCHC to any government payor program, including Medicare and Medicaid. The FCA also includes provisions intended to protect individuals who report suspected fraud.

Anyone, or any company, that submits a false claim or statement to the government may be fined under the FCA between \$5,500 and \$11,000 for each such claim submitted, regardless of the size of the false claim, and the person of company could be required to pay an additional fine of three times the value of any charges.

Refer to the following documents for further information:

Section 6032 of the Deficit Reduction Act of 2005

31 U.S.C. §§ 3729-3733

31 U.S.C. §§ 3801-3812

Connecticut General Statutes § 31-51m

Connecticut General Statutes § 53a-290 *et seq.*

Connecticut General Statutes § 17b-127

Insurance Requirements

41. Before commencing work, the contractor shall obtain at its own cost and for the duration of the contract, the following insurance:

1. 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 project or the general aggregate limit shall be twice the occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
3. Professional Liability: \$1,000,000 limit of liability.
4. 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.
5. A following form (Excess Liability/Umbrella Policy) may be used to meet the minimum limit guidelines.

Insurance Provisions

1. The State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
2. Contractor shall assume any and all deductibles in the described insurance policies.
3. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
4. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
5. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the State.
6. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Certificate of Insurance (Accord Form 25-S or equivalent)

A Certificate of Insurance shall be received and approved by UCHC prior to work commencement. A person authorized by that insurer to sign on its behalf shall sign the certificate.

Certificates of Insurance must provide clear evidence that the contractor's insurance policies contain the minimum limits of coverage, terms and conditions. Additionally, the certificate must include the following:

1. Certificate shall clearly identify the University of Connecticut Health Center, its officers, officials, employees, agents, boards and commissions as **Additional Insured**.
2. Certificate shall clearly indicate project name, project number or some easily identifiable reference to the relationship to the University of Connecticut Health Center.
3. Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

Background Checks

42. UCHC shall conduct background investigations and federal sanctions checks on all contractor employees working on UCHC premises shall be subject to UCHC Background checks prior to commencement of work. The inquiries into the background of all persons associated with UCHC shall comply with federal and state laws.

REQUEST FOR PROPOSAL

UCHC-7a Rev. 5/07
Previous Rev. 12/04

Matthew A Larson
Asst Director of Purchasing

860-679-2408
Telephone Number

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER

PURCHASING DEPARTMENT

263 Farmington Avenue, MC 4036
Farmington, CT 06032

RFP Number:

2-1995

SPECIAL RFP TERMS & CONDITIONS

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1. Conformity and Completeness of Proposals:

To be considered acceptable, proposals must be complete and conform to all RFP instructions and conditions. The University of Connecticut Health Center, at its discretion, may reject in whole or in part any proposal if in its judgment the best interests of the University of Connecticut Health Center will be served.

2. Stability of Proposed Prices:

Any price offerings from Proposers must be valid for a period of 180 days from the due date of the proposal.

3. Amendment or Cancellation:

The University of Connecticut Health Center reserves the rights to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the University of Connecticut Health Center to do so.

4. Multiple Award:

The University of Connecticut Health Center reserves the right to award to multiple vendors.

5. Proposal Modifications:

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by the University of Connecticut Health Center. The University of Connecticut Health Center, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

6. Proposer Presentation of Supporting Evidence:

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that the University of Connecticut Health Center deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

7. Erroneous Awards:

The University of Connecticut Health Center reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the University of Connecticut Health Center shall not constitute a breach of contract on the part of the University of Connecticut Health Center since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between the University of Connecticut Health Center and such proposer.

8. Proposal Expenses:

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the University of Connecticut Health Center.

9. Ownership of Proposals:

All proposals shall become the sole property of the University of Connecticut Health Center and will not be returned.

10. Ownership of Subsequent Products:

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the University of Connecticut Health Center unless otherwise stated in the contract.

11. Transfer of Data:

All data stored in the successful Proposer's files, electronic or hard copy, will be returned to the University of Connecticut Health Center upon the expiration of the contract.

12. State Fiscal and Product Performance Requirements:

Any product or services acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required

payment or if the product or services fail to meet the minimum State criteria for acceptable and performance reliability.

13. Validation of Proposals:

The proposals shall be binding commitments which the University of Connecticut Health Center may include, by reference or otherwise, into any contract with a proposer. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate a contract with the University of Connecticut Health Center and contractually bind the proposer. The proposal must also include evidence that is has been duly delivered on the part of the proposer, that the persons submitting the proposal have the requisite corporate power and authority to structure, compile, draft, submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the proposer any contract contemplated in this RFP.

14. Execution of Contract:

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a proposer(s) is selected, the elected proposal(s) and this RFP may then serve as the basis for a contract that will be negotiated and executed between the University of Connecticut Health Center and the selected proposer(s). This RFP and the proposal will likely be attached to the contract as exhibits. If for some reason, the University of Connecticut Health Center and the initial proposer fail to reach consensus on the issues relative to the contract, the University of Connecticut Health Center may commence contract negotiations with other Proposers. The University of Connecticut Health Center may decide at any time to start the RFP process again.

15. Oral Agreement or Arrangements:

Any alleged oral agreements or arrangements made by Proposers with University of Connecticut Health Center employees will be disregarded in any University of Connecticut Health Center proposal evaluation or associated award.

16. Independent Price Determination:

In the proposals, Proposers must warrant, represent, and certify that the following requirements have been met in connection with this RFP: The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the proposer on a prior basis directly or indirectly to any other. No attempt has been made, or will be made, by the proposed to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

17. Offer of Gratuities:

The proposer warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has or will, benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the University of Connecticut Health Center if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the proposer, the Proposer's agent(s), representative(s) or employee(s).

18. Subletting or Assigning of Contract

The University of Connecticut Health Center must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the University of Connecticut Health Center and that the Director of Purchasing or his designee may communicate directly with any subcontractor as the University of Connecticut Health Center deems to be

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necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to the University of Connecticut Health Center upon request. The successful proposer must provide the majority of services described in the specifications.

A contract award or contract resulting from the RFP solicitation may not be assigned by the Proposer without the express written permission of the University of Connecticut Health Center.

19. Freedom of Information:

Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, Proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. It will not be sufficient for Proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections which a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-1 9(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

20. State Access to Records, Record Keeping, and Record Transfer:

The successful proposer shall prepare, maintain and preserve all records with respect to the administration of this program. During the term of the contract the University of Connecticut Health Center shall have access during normal business hours to all such records, in whatever form they exist or are stored, which records shall be the property of the University of Connecticut Health Center, and upon termination of the contract all such records, or exact copies thereof, shall be immediately turned over intact to the University of Connecticut Health Center. The successful proposer shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the University of Connecticut Health Center free and full access to the records to be maintained by the successful proposer as pertains to the contract. At the option of the University of Connecticut Health Center, periodic audits may, at reasonable times, be made of the successful Proposers and all of its subcontractors' books and records insofar as they pertain to the contract. Such audits shall be made at the University of Connecticut Health Centers expense by the University of Connecticut Health Center or independent public accountants designated by the University of Connecticut Health Center. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

21. Confidentiality and Care of Data:

The successful proposer agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful proposer shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

22. Payments under a contract award:

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

REQUEST FOR PROPOSAL

UHC-8 Rev. 5/07
Previous Rev. 10/03

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Asst Director of Purchasing

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2-1995

BIDDERS STATEMENT OF QUALIFICATIONS

860-679-2408

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

COMPANY NAME:

ADDRESS:

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

List other names your company goes by:

1. _____ 2. _____

List previous company name (s):

1. _____ 2. _____

Size of Company, Firm, or Corporation

Number of Employees:

Full Time:

Part-Time:

Company Value:

Equipment Assets:

Total Assets:

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

If requested, would your company provide a "Good Standing" certificate issued by the Connecticut Secretary of State?

☐ Yes ☐ No

List any relevant certifications, licenses, registrations, etc., which qualify your company to meet the requirements of this RFP:

List of Equipment to be used for this service (include model, year, and manufacturer):

Model

Year

Manufacturer

<u>Model</u>	<u>Year</u>	<u>Manufacturer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

REQUEST FOR PROPOSAL

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List any contract awarded to your company within the last three years relevant to this RFP (Private company or State of Connecticut agency). If applicable, indicate which State agency; provide the contract name and number, and the Purchasing Agent administering the contract below:

Contract No.: _____
Contract Name: _____
State Agency: _____
Purchasing Agent: _____
Tel. No.: _____
Effective Dates: _____

Contract No.: _____
Contract Name: _____
State Agency: _____
Purchasing Agent: _____
Tel. No.: _____
Effective Dates: _____

Contract No.: _____
Contract Name: _____
State Agency: _____
Purchasing Agent: _____
Tel. No.: _____
Effective Dates: _____

Contract No.: _____
Contract Name: _____
State Agency: _____
Purchasing Agent: _____
Tel. No.: _____
Effective Dates: _____

List any criminal convictions against your company and any of your company's officers, principal shareholders, directors, partners, LLC members and LLC managers:

(Attach additional sheets, if necessary)

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

(Attach additional sheets, if necessary)

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

Signature_____
Date_____
Title