

REQUEST FOR PROPOSAL
UCHC-11 Rev. 12/04

Margaret Gilbert
Purchasing Agent

mgilbert@adp.uchc.edu

Email address

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT



860-679-2408

Request for Proposal
Specifications & RFP Documents Attached

RFP Number	Issue Date	Due Date Time
1-1607	October 12, 2006	October 30, 2006, 3:30PM
RFP Title: Mini C-Arm for Orthopedic Surgeries		

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

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

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

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

SEALED RFP NO:	<u>1-1607</u>
NOT TO BE OPENED UNTIL:	<u>October 30, 2006, 3:30PM</u>
RETURN RFP TO: University of Connecticut Health Center Purchasing Department MC4036 263 Farmington Avenue Farmington, CT 06032	
Hand Delivery→16 Munson Rd, Farmington, CT 06032	

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

RFP NUMBER:
1-1607

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

- ☐ 1. The RFP Proposal (UCHC-26) must be signed by a duly authorized representative of the company. Unsigned RFPs automatically rejected.
- ☐ 2. The Proposal Schedule (UCHC-16) must be included with your RFP and contain the following:
 - ☐ a. VENDORS NAME MUST BE IN THE UPPER RIGHT CORNER OF ALL PROPOSAL SCHEDULE PAGES.
 - ☐ b. The RFP 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 RFP 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 RFP pricing. Exception: State of CT Small Business Set-Aside RFPs payment terms shall be in accordance with CGS 4a-60j.
 - ☐ f. The delivery information block has been completed. Be specific: In most cases, "as ordered" or "as required" is not complete information.
- ☐ 3. AFFIDAVITS:
(If submitting electronically, rub or trace the Notary Seal with a soft pencil so it will show in the scan.)
 - ☐ a. Gift Affidavits must be signed, notarized, and returned with RFP. Failure to do so may result in RFP rejection
 - ☐ b. Future use.
 - ☐ c. Future use.
- ☐ 4. Any technical or descriptive literature, drawing or RFP samples that are required have been included with the RFP.
- ☐ 5. If required the amount of RFP surety has been checked and the surety has been included.
- ☐ 6. Form UCHC-45 (as applicable) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each RFP or RFP may be rejected.
- ☐ 7. Any addenda (UCHC-18) to the RFP have been signed and included.
- ☐ 8. MAKE SURE TO INCLUDE THE ORIGINAL PROPOSAL SCHEDULE PAGES (UCHC-16) ALONG WITH ONE COPY (unless more copies are requested within the RFP specifications).
- ☐ 9. The RFP number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the RFP number inside the envelope.
- ☐ 10. The pre-addressed mailing label has been used on your RFP envelope or the RFP envelope has been addressed as follows:

SEALED RFP NO:

1-1607

NOT TO BE OPENED UNTIL: October 30, 2006, 3:30PM

RETURN RFP TO:

**University of Connecticut Health Center
Purchasing Department MC4036
263 Farmington Avenue
Farmington, CT 06032**

****Hand Delivery**→16 Munson Rd, Farmington, CT 06032**

- ☐ 11. The RFP is mailed or hand-delivered in-time to be received no later than the designated opening date and time. Late RFPs are not accepted under any circumstances. Please allow enough time if mailing in your RFP. Hand-delivered RFPs must be delivered to the above address.

THIS FORM IS NOT TO BE RETURNED WITH YOUR PROPOSAL

SECTION 1 OF 3: BIDDER INFORMATION					
Complete Bidder Legal Business Name:			Taxpayer ID # (TIN): SSN FEIN		
			Write/Type SSN/FEIN Number Above		
Business Name, Trade Name, Doing Business as (If different from above):					
Business Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC Corporation <input type="checkbox"/> LLC Partnership <input type="checkbox"/> LLC Single Member <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Individual/Sole Proprietorship					
Note: If Individual/Sole Proprietor, Individual's Name (As Owner) Must Appear in the Legal Business Name Block above.					
Business Type: A. Sale Commodities B. Medical Services C. Attorneys Fees D. Rental of Property <div style="text-align: right;">(REAL ESTATE & EQUIPMENT)</div>					
E. Other (Describe in detail)					
Under this TIN, what is the primary type of business you provide to the State? Enter Letter from above:					
Under this TIN, what other types of business might you provide to the State? Enter Letter from above:					
Note: If your business is a <i>Partnership</i> , you must attach the names and titles of all Partners to your RFP submission.					
Note: If your business is a <i>Corporation</i> , in which state are you incorporated?					
Written signature of Person Authorized to sign RFPs 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?			<input type="checkbox"/> Yes (Attach a copy of Certificate) <input type="checkbox"/> No		
If you are a <i>State Employee</i> , indicate your position, agency, and agency address:					

RFP PROPOSAL UCHC 26 REV 12/04	STATE OF CONNECTICUT		THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED
	UNIVERSITY OF CONNECTICUT HEALTH CENTER		
Margaret Gilbert	PURCHASING DEPARTMENT MC4036		
<i>Purchasing Agent</i>			
			<u>Read & Complete</u>
860-679-2408			<u>Carefully</u>
Telephone Number	Page 2 of 5		
	Bidder Address	Remittance Address (Same as Bidder Address <input type="checkbox"/> YES)	
No. & Street:			
City:			
State:			
Zip Code:			
Email Address:			
Web Address:			
Contact Name:			
Phone:			
Cell Phone:			
Fax:			
<p align="center">SECTION 2 of 5: AFFIRMATION OF BIDDER</p> <p>The above signed bidder affirms and declares:</p> <ol style="list-style-type: none"> That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of Form UCHC-19 of current issue and in effect on the date of RFP issue. Form UCHC-19, entitled Standard Bid and Contract Terms and Conditions are made a part of the contract. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of all Special RFP Terms and Conditions attached hereto. 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 for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL RFP AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of ninety (90) days or an earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the PROPOSAL SCHEDULE at the prices bid therein. 			

STATE OF CONNECTICUT

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SECTION 3 of 5: BIDDER DEBARMENT AND/OR SUSPENSION

The above signed bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut. Should Purchasing Department determine that bidder has not completed Section 2 - Bidder Debarment and/or Suspension included as part of this document, and then such determination may be just cause for disqualification from the evaluation of this 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 Nonprocurement List.
 - g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - h. Except for transactions authorized under paragraph 3.(a) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

☐ YES ☐ NO

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

Number of notices attached: _____

STATE OF CONNECTICUT
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PURCHASING DEPARTMENT MC4036

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SECTION 4 of 5 : HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

Contractor agrees that it:

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

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

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

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Section 5 of 5: Notification to Bidders:

Commission on Human Rights and Opportunities Contract Compliance Regulations

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

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

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

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

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

Employment Information Form

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

BIDDER/CONTRACTOR	CONTACT PERSON:	DATE:
ADDRESS	PHONE NUMBER	CONTRACT AWARD NUMBER

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

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A thru F Male and Female)	A WHITE (NOT OF HISPANIC ORIGIN)		B BLACK (NOT OF HISPANIC ORIGIN)		C HISPANIC		D ASIAN OR PACIFIC ISLANDER		E AMER. INDIAN OR ALASKAN NATIVE	
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Officials and Managers											
Professionals											
Technicians											
Sale Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Do you use minority businesses as subcontractors or suppliers?						<input type="checkbox"/> YES	<input type="checkbox"/> NO	Explain:			
If CT based, do you post all employment openings with the State of Connecticut Employment Service?						<input type="checkbox"/> YES	<input type="checkbox"/> NO	Explain:			
Do you implement a written Affirmative Action Plan?						<input type="checkbox"/> YES	<input type="checkbox"/> NO	Explain:			
DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING AND PROMOTION ANTI DISCRIMINATION PRACTICES											
<div>UCHC-45 Rev. 12/04</div>											

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT

RFP Number:
1-1607

Margaret Gilbert
Purchasing Services Officer

Administrative Services Building 1st Floor
263 Farmington Avenue
Farmington CT 06032

860-679-2408

Telephone Number

Page 1 of 3

Standard RFP Terms & Conditions

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

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

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

Submission of Bids

1. Bids must be submitted on forms supplied by Purchasing Department. Telephone or facsimile bids will not be accepted in response to an Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Purchasing Department after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Purchasing Department. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one, which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitations to Bid.

5. Alternate bids will not be considered. An alternate bid is defined as one, which is submitted in addition to the bidder's primary response to the Invitations to Bid.

6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

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

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

Guaranty or Surety

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

Samples

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

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

Award

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

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

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

Contract

1. 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.

2. 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.

3. 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.

4. 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

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Standard RFP Terms & Conditions

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

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

6. 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

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

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

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

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

11. 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

12. 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

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

Department.

Rights

14. 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.

15. 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.

16. 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.

17. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Records, Files, and Information

18. 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.

1. 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

2. 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 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,

REQUEST FOR PROPOSAL
UCHC-19 Rev. 12/04

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT

RFP Number:

1-1607

Margaret Gilbert
Purchasing Services Officer

Administrative Services Building 1st Floor

263 Farmington Avenue
Farmington CT 06032

860-679-2408

Telephone Number

Page 3 of 3

Standard RFP Terms & Conditions

exemplary, multiplied or consequential damages, prejudgment interest or attorneys' fees or costs.

John Dempsey Hospital Policies and Procedures

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

STATE OF CONNECTICUT
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Page 1 of 2
Special RFP Terms & Conditions

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.

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Special RFP Terms & Conditions

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 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 therefrom. 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.

Margaret Gilbert
Purchasing Agent

860-679-2408
Telephone Number

Proposal Schedule

IMPORTANT!
RETURN ORIGINAL AND ONE COPY

RFP Number:

1-1607

Delivery:

Terms: Cash Discount:
 % # Days

Bidder Name:

SSN or FEIN #:

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 UConn Health Center.

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	<p>The University of Connecticut Health Center seeks to purchase a new Mini C-Arm to be utilized in the UCHC Operating Room for Orthopedic surgical procedures in accordance with the attached Request for Proposal dated October 12, 2006, entitled Mini C-Arm.</p> <p>A copy of the RFP in MS Word format for convenience of preparing response may be obtained by emailing mgilbert@adp.uchc.edu.</p> <p><u>INSTRUCTIONS</u></p> <p>1 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.</p> <p>All correspondence must be directed to: Margaret Gilbert, Purchasing Agent UConn Heath Center Purchasing MC4036 263 Farmington Ave. Farmington, CT 06034-4036 Fax 860-679-2508 Email: mgilbert@adp.uchc.edu</p> <p>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.</p> <p>3 Submission of Proposals Proposals are due Monday, October 30, 2006, 3:30PM. Bids must be sealed and not delivered in open packages or binders. UCHC will not accept any</p>				

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Proposal Schedule

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SSN or FEIN #:

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Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	<p>faxed or emailed proposals.</p> <p>Mail Proposals to:</p> <p style="padding-left: 40px;">UConn Health Center Purchasing Department MC 4036 263 Farmington Ave. Farmington, CT 06032 Attention: RFP 1-1607</p> <p>Hand Delivered Proposals to:</p> <p style="padding-left: 40px;"><u>UConn Health Center</u> <u>Purchasing Department</u> <u>16 Munson Road</u> <u>Farmington, CT 06032</u> <u>Attention: RFP 1-1607</u></p>				
4	<p>Questions</p> <p><u>Submit questions in writing by email only. No telephone questions will be accepted or considered.</u></p> <p>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.</p> <p><u>Deadline for submitting questions is 10:00AM on Friday, October 20, 2006. Questions received after that time will not be considered.</u></p> <p>Submit questions to: Margaret Gilbert Email: mgilbert@adp.uchc.edu</p>				
5	<p>Number of Proposals</p> <p>Vendor must submit one original and three copies of proposal response, <u>plus one copy of the RFP package on CD.</u></p>				
6	<p>Proposal Preparation</p> <p>Proposals should be prepared simply and</p>				

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Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	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.	Gift Affidavits must be completed and returned with proposal (FORM1A and FORM2A)				
10.	In the proposal response, vendors are to 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 must provide a list with the costs if any disposables that are required in order to use the product in typical patient care settings.				
	The vendor will provide a trade-in price for an OEC 6600 Mini C-arm s/n 66-0730 toward the purchase of the new Mini C-Arm. The hospital has the option of accepting or rejecting this trade-in option, at its discretion.				

University of Connecticut Health Center

Request for Proposal 1-1607

Mini C-Arm for Orthopedic Surgeries

1.0 SCOPE:

The University of Connecticut Health Center (UCHC) wishes to purchase a new Mini C-Arm to be used in the Operating Room for Orthopedic surgical procedures.

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.

2.0 GENERAL REQUIREMENTS:

2.1. 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 disposables that are required in order to use the product in typical patient care settings.

2.2. The vendor shall provide to the hospital, at no additional cost, any safety-related and service diagnostic upgrades for the equipment purchased, for the life of the equipment.

2.3. The vendor shall provide UCHC with three complete packages, including itemized quotation, equipment description/technical product data specifications, and acceptance test procedure.

2.4. The vendor is responsible to performing a thorough study of the existing power and structural features of the building and include any special installation requirements in the purchase price of the C-Arm. State the electrical power requirements with respect to power line conditioning and protection from spikes, surges, sags, loss of power, and other power line interferences.

2.5. The C-Arm must be FDA Approved, and any components of the system involved with direct patient care must comply with NFPA 99-1999 Health Care Facilities standards for medical equipment, and meet Underwriters Laboratory Standard #2601-1(or equivalent) for Medical Equipment. Compliance with these standards ensures that the product will meet electrical and general safety requirements for use in the patient vicinity in the hospital environment. The system must also meet Bureau of Radiological Health requirements with respect to Radiation Safety standards.

2.8. Any questions or concerns regarding the C-Arm request for proposals should be addressed to Margaret Gilbert, Purchasing, by email only, mgilbert@adp.uchc.edu
Cut off date for questions will be Friday, October 20, 2006 at 10:00 AM.

3.0 TRAINING

3.1 The vendor shall provide formal training for the Orthopedic Surgeons and Operating Room personnel in the operation of the Mini C-Arm. The vendor will cover all training expenses including tuition, travel, and per diem, if training is performed off-site.

3.2 The successful bidder shall also provide factory-level training for two UCHC Clinical Engineering service personnel on preventive maintenance and repair of all components of the Mini C-Arm. The vendor will cover all training expenses including tuition, travel and per diem, if training is performed off-site.

4.0 SERVICE

4.1 Manuals

Provide two complete sets of operator manuals for the Mini C-Arm.

4.2 Provide two complete sets of service manuals, machine drawings, parts lists, and schematics for the Mini C-Arm.

4.3 Installation

Installation and setup will be performed by the vendor.

4.4 Acceptance and Warranty

Acceptance testing will be performed by Clinical Engineering, Orthopedic Surgeons, Operating Room personnel, and Radiation Safety personnel and will include the verification of all equipment technical specifications, software, and safety features, including Radiation Safety and medical physicist testing.

4.4.1 A minimum 12 month warranty period is to begin when the systems are fully operational and accepted for clinical use and performs as described in the technical specifications. During the warranty period, the hospital has the right to return the systems, without penalty, for full refund, if it is found to be unacceptable due to deficiencies in meeting the technical and performance specifications on the bid and in the system's product literature.

4.4.2 During the warranty period the vendor shall furnish all labor, travel, and parts necessary to maintain all equipment specified under the purchase agreement in proper operating condition. Vendor shall provide services 24 hours per day, 7 days per week, 365 days per year as necessary for urgently needed repairs. Vendor shall respond, on site, within 4 hours, during the warranty period.

4.5 Service Response Time

4.5.1 The vendor shall provide telephone and on-site response for emergency service requests 24-hrs-day, 365 days-yr.

4.5.2 Telephone response to service problems shall be provided within 30 minutes.

4.5.3 The on-site response time to service problems for each of the items to be purchased shall be provided within 24 hours. State the location of the primary

service engineer and the location and travel time for backup service support for the primary service engineer, in the event of sickness, vacation, etc.

4.5.4 The response time shall be the same whether under service contract or if maintenance is handled on a time & materials basis, following the warranty period.

4.5.5 The vendor will provide on-site service and preventive maintenance. If the service and preventive maintenance cannot be performed on-site, then the vendor must provide a complete, functional loaner unit to the hospital and provide transportation of the Mini C-Arm between the Operating Room and the vendor's service facility.

4.5.6 There will be no extra service charges for a loaner unit and for transportation between the hospital and the vendor's service facility, if service and preventive maintenance cannot be performed on site.

4.5.7 Loaner Mini C-Arm and assemblies will be provided at no cost, if they cannot be repaired and will cause the systems to be down more than 24 hours.

4.6 Documentation

The vendor shall provide the Clinical Engineering Department with individual written reports for each maintenance event whether it be scheduled maintenance or repair. All such documentation must be acceptable to the field surveyors of the Joint Commission on Accreditation of Health Care Organizations (JCAHO) and the State of Connecticut. The reports must adequately detail the work performed, provide accurate hours for labor and travel, and give list prices for any parts or subassemblies that were replaced.

4.7 Hours of Coverage - During and After the Warranty Period

The Principal Period of Maintenance (PPM) on the items purchased will be from 8:00am - 8:00pm, Monday - Friday, excluding legal holidays. During this time, normal labor and travel rates will apply. Premium rates will apply if service is requested by the hospital outside the PPM.

4.8 Service Options Following Warranty Period

The vendor should list the available service options and costs following the warranty period and also list preventive maintenance, labor rates, and travel rates for normal and after-hours service on a time & materials basis.

4.9 Uptime Guarantee

During the warranty period and under future service agreements with the vendor, the vendor shall guarantee 98% uptime during the normal period of operation from 8:00am to 8:00pm, M-F. This totals 780 hours per quarter (12 hrs/day X 5 days/wk X 13 wk). The uptime will be calculated as follows, at the end of each quarter:

$$[(780 \text{ hrs} - \text{hours of hard down time}) / 780 \text{ hrs}] \times 100 = \% \text{ downtime}$$

For each one percent that the system falls below the guaranteed uptime, for whatever reason, the warranty will be extended one week or, if under service contract, during the next quarter, the contract cost will be reduced by the following percent:

<u>UPTIME</u>	<u>REDUCTION</u>
98.0 - 100%	NONE
95.0 - 97.9%	10%
90.0 - 94.9%	15%
80.0 - 89.9%	20%
79.9 or below	25%

5.0 Technical Specifications - Mini C-Arm

-	<i>Functional Requirements [Vendor Responses should be M - Met Fully, C - Custom Developed, F - Future Release, N - Not Available]</i>	<i>Vendor Response</i>	<i>Version of Release</i>	<i>Date of General Availability</i>	<i>System / Product Name</i>
-					
A.	<i>GENERATOR / IMAGE CONTROL</i>				
1	The generator should be of high frequency design.				
2	State the generator kW rating.				
3	State the minimum/maximum kVp .				
4	State the microamp ranges for radiographic exposures and fluoroscopy				
5	The generator must operate on a 120Volt, 20Amp circuit with standard three-wire hospital grade plug and power cord				
B.	<i>MEDICAL IMAGING SYSTEM / IMAGE INTENSIFIER</i>				
6	The field size should be a dual mode 4" or 6" image intensification system. Vendor shall state nominal and true field sizes (the true field size measured at the closest point accessible by the user).				
7	The image intensifier shall provide continuous fluoroscopy.				

8	Does the image intensifier have single pulse electronic fluoroscopy?				
9	The image intensifier shall have last image hold capability.				
10	Does the image intensifier include a grid for fluoroscopy – state the grid ratio?				
C.	<i>X-RAY TUBE</i>				
11	State the minimum tube focal spot size. Effective size must be within limits as recommended by NEMA				
12	There shall be a function that does not allow techniques to exceed the tube ratings.				
13	Tube rating charts shall be included with the purchase.				
14	The tube angle shall be at least 8.5°.				
D.	<i>MEDICAL IMAGING SYSTEM / TELEVISION SYSTEM</i>				
15	The television system must include either a large single high resolution monitor with split screen capability or high resolution dual monitors, flat panel monitors are preferred.				
16	State the line resolution of the monitors and video camera.				
17	Brightness and contrast shall be adjustable by user				
18	The system shall include image reversal-horizontal and vertical.				

19	State location of operator accessible output jack for Matrix camera, VCR or remote monitor.				
20	Specify a typical kV and mA for the 4" mode operating in automatic brightness control with 1.5 inches of aluminum.				
21	Specify if system is supplied with Native DICOM 3.0 print, store, archive capability and network connection.				
E.	MISCELLANEOUS C-ARM DATA				
22	The unit will have front and rear steering.				
23	Specify C-arm depth.				
24	Specify arm swivel range.				
25	Specify orbital rotation in degrees.				
26	Specify vertical travel				
27	Specify horizontal travel.				
28	All mechanical data sheets shall be included.				
F.	OPTIONAL COMPONENTS				
29	The system shall have the ability for anatomical centering.				
30	Optional additional image storage shall be at least 50 images; specify options for additional image storage.				
G.	PERIPHERAL COMPATIBILITY				
31	The system shall be able to interface with a variety of filming options including hardcopy camera, paper printer, VCR camera, and				

	laser imager.				
H.	DICOM				
32	System shall readily and with ease support multi-vendor network and imaging environments through ACR/NEMA DICOM 3.0 network specifications. The DICOM conformance statement on all applicable equipment from vendor is required in final form.				
I.	OPERATING AND MAINTENANCE SOFTWARE				
33	The system vendor shall supply with each system two copies of all operating software and manuals.				
34	The system shall include appropriate and complete software to aid in the maintenance of the system as it pertains to routine and preventative maintenance and calibration.				
35	System under warranty or subsequently under a service agreement contract shall be promptly supplied and maintained with the latest software to keep the system operating at peak performance specifications.				
36	The Mini C-Arm must be compatible with an Operating Room environment with respect to sterility, cleaning and spillage immunity				
37	The system must be mounted on a cart, be mobile and easily moved around an operating room environment				
38	Image Processing: Real time frame averaging of the image will be provided. Automatic exposure control will be provided Automatic brightness control will be provided Image reversal from black on white to white on black will be provided				

39	<p>Image Storage and Output: A black and white thermal printer is required for hard copy output.</p> <p>As an option, state the availability and price for removable disk storage.</p> <p>.</p>				
40	Annotation of the image will be provided either by keyboard or touchpad				
41	Vendor must state the planned life support cycle for model C-arm being offered in the bid, e.g. is model currently in production, how many years will it be produced; how many years will parts and support be provided for this model?				
42	Mini C-arm must have a foot control; multimode, wireless preferred.				
43	What operating system is used with the host computer controlling the Mini C-arm and explain ease of entering patient information; storing images; making copies; generally operating the system?				

6.0 Trade-In Option

6.1 The vendor will provide a trade-in price for an OEC 6600 Mini C-arm s/n 66-0730 toward the purchase of the new Mini C-Arm. The hospital has the option of accepting or rejecting this trade-in option, at its discretion.



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Certification Requirements for State Contracts

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

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

Grant awards are not:

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

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

FORM 1 (Gift Certification)

Gift Certifications are to be used with State Contracts with a value of \$50,000 or more within a calendar or fiscal year. Such Certifications shall cover the period of time between the “planning date” (i.e., the date designated by the agency as the date the project planning process commenced) and the date of the execution of the subject contract; accordingly, Form 1 must be completed contemporaneously with the execution of the subject contract by the contractor.

FORM 2 (Campaign Contribution Certification)

Campaign Contribution Certifications are to be used with State Contracts with a value of \$50,000 or more within a calendar or fiscal year. Such Certifications shall cover the two-year period preceding the execution of the subject contract; accordingly, Form 2 must be completed contemporaneously with the execution of the subject contract by the contractor.

FORM 3 (Agency Certification)

Contracts with a value of \$50,000 or more require an Agency Certification from the official or employee of the contracting state agency who is authorized to execute the subject contract.

FORM 4 (Annual Contract Certifications)

Annual Contract Certifications are only to be used annually to update previously submitted gift and campaign contribution certifications for state contracts with a value of \$50,000 or more within a calendar or fiscal year.

FORM 5 (Consulting Agreement Affidavits)

Consulting Agreement Affidavits are only to be used when contracting for the purchase of goods or services, which contract has a total value to the State of \$50,000 or more in any calendar or fiscal year. This affidavit is not required for leases and licensing arrangements of any value.

SERIES 6 FORMS (Ethics Affirmation)

Ethics Affirmations are only to be used with “large state construction or procurement contracts” meaning any contract, having a cost of more than \$500,000, for (A) the remodeling, alteration, repair or enlargement of any real asset; (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge; (C) the purchase or lease of supplies, materials or equipment, as defined in section 4a-50 of the general statutes; or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

Form 6A - This affirmation is mandatory and must be completed before the Contractor’s bid or proposal can be considered by the state, pursuant to Connecticut General

Statutes § 1-101qq. This form requires the Contractor to affirm that the Contractor and its key employees have read, understand and agree to comply with the provisions of the state ethics law.

Form 6B - This affirmation is mandatory and must be completed and returned prior to the execution of the contract by the awarding agency, pursuant to Connecticut General Statutes § 1-101qq. This form is similar to Form 6A, except that Form 6B is to be used with no bid contracts.

Form 6C - This affirmation is mandatory and must be completed and returned in a timely manner. This form requires the Contractor to provide a summary of state ethics laws to all subcontractors and consultants and obtain an affirmation from such subcontractor or consultant that the provided summary has been read, understood and agreed thereto.

OPM has posted the approved Forms on the OPM Web site.

If you have any questions, please contact Gareth Bye, Esq. at (860) 418-6433 or Anthony Lazzaro, Esq. at (860) 418-6467.

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

Gift Certification

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

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

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
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Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by
Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of
Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

Signature

Date

Sworn and subscribed before me on this

____th day of _____, 200

Commissioner of the Superior Court
Notary Public

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

Campaign Contribution Certification

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

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

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
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List information here

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

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

Consulting Agreement Affidavit

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

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, _____, (Type/Print Name, Title and Name of Firm or Corporation),, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

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

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

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

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

- Former Agency:
- Date Such Employment Terminated:

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

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

Signature

Date

Sworn and subscribed before me on this

____th day of _____, 200

Commissioner of the Superior Court
Notary Public

FORM 6A

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

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

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(Bid or Proposal)**

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

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

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Contractor Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN/SSN)

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

FORM 6A

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

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

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

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

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

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

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

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

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

RULES ON HIRING STATE PERSONNEL

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

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

FORM 6A

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

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

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

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

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

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

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

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

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

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, 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).

FORM 6A

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.

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

This form is **MANDATORY** and must be completed, signed, and returned prior to the execution of the contract by the awarding agency. **NO STATE AGENCY SHALL ENTER INTO A CONTRACT FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(Executed contracts without a previous bid or proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency prior to the execution of the contract by such agency.

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

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Contractor Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN/SSN)

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

FORM 6B

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

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

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

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

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

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

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

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

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

RULES ON HIRING STATE PERSONNEL

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

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

FORM 6B

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

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

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

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

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

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

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

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

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

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, 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).

FORM 6B

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.

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

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency in a timely manner. **FAILURE TO SUBMIT SUCH AFFIRMATIONS IN A TIMELY MANNER SHALL BE CAUSE FOR TERMINATION OF THE LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT.**

**SUBCONTRACTOR AND/OR CONSULTANT
AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS**

INSTRUCTION: Subcontractor(s) and/or consultant(s) must sign the affirmation below, and return this form to the Contractor. Contractor is obligated to submit such affirmation to the awarding State agency in a timely manner.

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

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Subcontractor and/or Consultant Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

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

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

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

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

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

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

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

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

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

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

RULES ON HIRING STATE PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, 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

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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.