University of Connecticut



 **Purchasing Agreement for**

**Warehouse Management Solution**

This Agreement (hereinafter “Agreement”) is made and entered into by and between:

**University of Connecticut *and***

**Purchasing Department**

**3 North Hillside Road, Unit 6076**

**Storrs, CT 06269-6076** *hereinafter* ***“Contractor”***

*hereinafter* ***“University****”*

University Contract Administrator/Phone Contractor Contact/Phone

DEFINITIONS:

1. “Documentation“ shall mean Contractor’s standard documentation provided to the User in either hard copy or electronically, the purpose of which is to explain the installation, use, and operation of the Software, in summary and complete forms.
2. “User” means either (i) an employee or subcontractor of University or (ii) a computer application or process; either of which is authorized to access, use, and receive the benefit of the Software pursuant to this Agreement.

**Section 1**

1.1. **Term.**

1.1.1 **Effective Date**: [\_\_\_\_\_\_] **End Date**: [\_\_\_\_\_\_\_]

 With The option to extend for [\_\_\_\_] additional [\_\_\_\_\_] year periods or parts thereof. Said options shall be exercised upon mutual consent and written amendment executed by both parties and approved by the Connecticut Office of the Attorney General.

* + 1. **Amendment Terms.** Except for those matters for which this Agreement explicitly allows modification by written order, written notice, written notification, written designation, or written agreement, revisions to this Agreement shall be made by written amendment to this Agreement executed by both parties and, if required, approved by the Connecticut Office of the Attorney General.

1.2. **Brief Summary of Software and Services.** Contractor shall provide the University Software and Services for Warehouse Management Solution (WMS).

* + 1. **Service Location.** Contractor may provide Services to the University’s main campus at Storrs, its regional campuses and professional schools and it’s Health Center.

1.3 **Maximum Amount Payable. [$\_\_\_\_\_\_\_\_\_\_\_]**

|  |
| --- |
| **Maximum Amount Payable Breakdown** |
|  |  |
|  |  |
|  |  |

* + 1. The Parties hereto shall execute one or more Statement(s) of Work (“SOW”) for 1) the initial system implementation; 2) subsequent development services, if any; and/or 3) optional licenses and services, a sample of the SOW form is attached hereto as Exhibit A. Each SOW will clearly identify and describe in detail the Services to be provided, compensation to be paid, including a payment schedule, requirements and other terms and conditions particular to the performance of the Services as mutually agreed. SOW(s) may be subject to such additional costs as may become due (i) under a Change Order agreed to by the parties in accordance with Section 1.3.4 or (ii) for reimbursements under Section 1.3.7.
		2. The parties acknowledge and agree that the Contractor’s compensation for the work contemplated to be performed under said SOW(s) shall not exceed the following without an Amendment to this Agreement, made in accordance with Section 1.1.2 herein:
1. [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

University retains the right to reallocate the funds identified herein as it feels necessary.

* + 1. In the event of any conflicts between this Agreement and a SOW, the following priority shall prevail:

 (a) Negotiated terms and conditions of this Agreement;

 (b) Negotiated terms and conditions of the SOW.

* + 1. **Change Order(s) Process to SOW.** Any request for changes in Services described in a mutually executed SOW must be made be in writing via Change Request Form, attached hereto as Exhibit B. This includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment or any other aspect of the SOW. Contractor shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until University and Contractor mutually execute a Change Order to said SOW.
		2. **Contractor Labor Rates**. Contractor Labor Rates in SOW(s) or Change Order(s) under this Agreement may not exceed those set forth below:

|  |
| --- |
| Contractor Roles and Labor Rates |
| Role | Qualifications | Hourly Rate |
|  |  |  |

* + 1. **Optional Software and Services.** During the Term of this Agreement and at the University’s sole discretion, University may purchase optional licenses and/or services at rates not to exceed those set forth below:

|  |  |
| --- | --- |
| Optional Software and Services | Cost |
|  |  |

* + 1. **Travel Expenses.** The University shall (in addition to compensation otherwise due under this Section 1.3) reimburse the Contractor for travel expenses only to the extent explicitly provided in an SOW(s) and in an total amount not to exceed **[\_\_\_\_\_\_\_\_\_\_\_]**; provided, however, that any such costs will be reimbursed only to the extent reimbursable under, and otherwise incurred in accordance with, the then-governing University policy. The current version of such policy is published on University Travel Services website located at <http://www.travel.uconn.edu>. The Contractor shall provide the University with such evidence of actual costs incurred as the University may reasonably request.

 1.3.7.1 Contractor shall invoice University for Travel Expenses on a monthly basis.

1.3.8 **Payment/Pricing Terms.** The net amount due on an undisputed invoice(s) shall be payable within 45 days, after University’s receipt of such invoice. Contractor will invoice (i) [\_\_\_\_\_\_\_\_\_\_\_\_] (license/subscription fees) upon Solution acceptance and Go-live, or (ii) [\_\_\_\_\_\_\_\_\_\_\_\_] (Maintenance Service/Hosting Service), and (iii) Professional Services and related expenses monthly in arrears. University may dispute any invoiced amount by providing written notice to Contractor before the due date. University is not obligated to pay any invoiced amount that is the subject of a good faith dispute until such dispute is resolved, provided that University pays any undisputed invoiced amount and acts in good faith to resolve any dispute with the Contractor. All invoices shall include an itemization of all charges, applicable purchase order number, and description of professional services performed. No payment shall be made by University, and University shall incur no penalties, against improperly submitted invoices. Once an invoice dispute is resolved, the invoice shall be paid by University as soon as practicable but no later than forty-five (45) days after the resolution of the dispute. Invoices shall be sent via both regular U.S. mail and email to [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

[SOLUTION OPITON 1 – Software License with Hosting Services]

* 1. **Software License.**
		+ 1. **Ordinary Course of Business Use:** University is authorized to Use, access, and benefit from the Use of the Software in its ordinary course of business, provided however, that any and all Affiliates and Authorized Third Parties (defined below) of University are hereby granted the Use, access, and benefit of the Software by Contractor, at no additional cost, so long as license restrictions are not violated.
			2. **Authorized Third Parties**. University may exercise the rights granted in this Section 1.4.1 either directly or indirectly through the services of its own employees or an independent contractor provided that third parties agree to (i) not to disclose or distribute any part of the Software; (ii) maintain the confidentiality of the Software, (iii) comply with the license grant herein, and (iv) not otherwise violate Contractor's proprietary rights therein; at no additional cost. In no event shall University enable a third party to access the Software that is known by University to be a competitor of Contractor at the time that access is granted by University.
			3. **Documents, Forms and/or Spreadsheets.** Any documents, forms, and/or spreadsheets that are generated from the utilization of the functionality of the Software are not the intellectual property of Contractor, and can be used by University in its ordinary course of business, including but not limited to University sharing such documents with third parties listed in 1.4.2.6 above.
			4. **No Other Rights.** All rights not expressly granted to University under this Agreement are expressly reserved to Contractor or its licensors. University shall not, and shall instruct its subcontractors not to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of the Software; (b) modify, translate, or create derivative works based on the Software; or (c) install, sublicense, rent, lease, distribute, sell, resell, assign, or otherwise transfer the rights to access and use the Software to any third party as a service bureau or any other means. University will notify Contractor if University becomes aware of any violation of this section, without prejudice to other rights Contractor may have.
			5. **No Other Terms.** No ‘click to accept’ or ‘shrink-wrap’ agreement that may be required for the Users to access the Software, Documentation or any other materials and no other terms or conditions referenced therein or conditioned for use of the Software shall apply. Only the provisions of this Agreement shall apply to University’s use of the Software, Documentation, or other materials.

1.4.3.2. **University Data.**  University shall retain ownership of all data inputted by or for University. Contractor shall not obtain any ownership rights in such Data and may use such data only in performance of Contractor’s duties and obligations under this Agreement.

[OPTION 2 – SaaS]

* + 1. **Subscription Services.** Upon University’s payment of the Subscription fee(s), Contractor shall provide use and access to the Services in accordance with the terms of this Agreement.

1.4.6.1 Contractor shall: 1) provide Software; 2) provide database security; and 3) provide physical security for and the operation of the server at the Data Center.

1.4.6.3 **Hardware.** The Hosting Services include Contractor providing hardware required to host Software in the Data Center during the Term of this Agreement.

1.4.6.4 **Database Instances.** Contractor shall maintain [\_\_\_\_\_\_\_] (“Database”).

1.4.6.5 **Backups.** Contractor will perform full Database and incremental file system backups each night and store such backups at an offsite facility within the United States. Backup data shall be retained for fourteen (14) days. In the event that, in the mutual and reasonable opinion of Contractor and University, there exists a need to restore from backup Contractor will perform restoration within a commercially reasonable timeframe as agreed to by the parties at no cost to University.

1.4.6.6 **Hours of System Operations.** The Software will be accessible and available to University and capable of any and all normal operating functions twenty-four (24) hours a day, seven (7) days a week except for periods of scheduled maintenance and previously approved outages. Contractor will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond Contractor side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable. Standard Support hours are [\_\_\_], excluding holidays. After-hours support shall be available only for connectivity or system accessibility and critical functionality issues and will be accessible at [\_\_\_\_]

1.4.6.7 **Data Center Maintenance.** Contractor shall complete routine maintenance on the Software according to a published schedule at [\_\_\_\_\_]. Contractor shall provide at least thrity (30) days’ notice to any changes in the schedule. If Contractor is required to perform additional maintenance outside of the scheduled maintenance window, it will notify University a minimum of twenty-four (24) hours in advance in writing of its request. University and Contractor will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

1.4.6.8 **Hosting Service Level Obligations.** Contractor shall provide Hosting Services to University at the service levels set forth below:

1.4.6.8.1 **Availability.** Contractor will use commercially reasonable efforts to provide Hosting Services with an average of 99.999% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of this Agreement, “Availability” during any quarter refers to University’s ability to log into the Software during such quarter, and will be calculated in accordance with the following formula:

x = (y - z) / y \* 100

Where,

“X” is the Availability of the Software during the quarter;

“y” is the total number of hours in such quarter minus the number of hours during such quarter that University is unable to log into the Software because of (a) regularly scheduled maintenance windows for the Software and for times in which University has been notified in writing (including e-mail) by Contractor in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by Contractor or certified by Contractor for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by Contractor).

“z” is the number of hours in such month during which the University is unable to log into the Software (other than for reasons set forth in the definition of “y” above); provided that Contractor has been notified or is otherwise aware (or reasonably should be aware) of University’s inability to utilize the Software.

1.4.6.8.2 **Security.** Contractor will use commercially reasonably efforts to ensure security protocols remain in place to restrict access to the system and data. If Contractor identifies a security vulnerability in the system, Contractor shall immediately notify University and takes such measures to mitigate the vulnerability as determined by mutually agreement of the parties.

1.4.6.8.3 **Fee Adjustment.**In the event that Contractor does not meet the Availability levels set forth below, the amount of fees payable by University will be reduced as follows:

In the event the average Availability for the Software is less than 99.999% during any two (2) consecutive quarters, University will receive a credit to its account with Contractor of five percent (5%) of the amount of a quarter’s aggregate Hosting Fees paid or payable by University to Contractor. Custom reports, scripts, action codes, web services or other interfacing programs causing the inability to log into the Software will not be considered downtime for the purpose of the Availability calculation.

Contractor’s obligation to provide University with fee adjustments as set forth above is conditioned on University providing detailed written notice to Contractor of its contention that Contractor was unable to meet the applicable Availability levels. Upon receipt of such notice, Contractor shall have ten (10) calendar days to investigate the contention. If, at the end of the ten (10) calendar day period it is determined that Contractor did in fact fail to meet the applicable Availability levels, University will receive the appropriate credit to its account during the next invoice cycle.

1.6 **Confidentiality.**

1.6.1 “Confidential Information” means any and all non-public technical or business information, including third party information, furnished or disclosed by one party to the other party that: (i) the disclosing party has marked “confidential” or “proprietary”; or (ii) the disclosing party indicates is confidential or proprietary at the time of an oral disclosure and confirms is confidential or proprietary in writing within twenty (20) days after such oral disclosure. Each party will maintain Confidential Information it receives from the other in confidence using commercially reasonable standards and no less care than it uses with its own information, and will use and disclose such information only as contemplated by this Agreement or as authorized by the disclosing party. Each party will require its personnel to do likewise. Confidential Information does not include information that is: (a) generally available to the public other than by a breach of this Agreement; (b) rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (c) independently developed by the receiving party or its personnel, *provided* the persons developing the information have not had access to the Confidential Information of the disclosing party; or (d) already known to the receiving party prior to its receipt from the disclosing party.

1.6.2 Permitted Disclosures. A receiving party is permitted to disclose Confidential Information if the disclosure is: (i) approved in writing by the disclosing party; (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law, including Chapter 14 of the Connecticut General Statutes (Freedom of Information Act), or by subpoena or the order of a court or similar judicial or administrative body, *provided that* the receiving party notifies the disclosing party of such required disclosure promptly and in writing, and cooperates with the disclosing party, at the disclosing party’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

1.6.3 Return of Confidential Information. Upon termination of this Agreement or the disclosing party’s written request, the receiving party will promptly return, in a readily usable electronic format as determined by University (e.g. DataPump for Oracle databases), or destroy any Confidential Information of the other party.

1.7 **Contractor Limitation of Liability.** Except for claims made under Section 1.9.2 (Intellectual Property), in no event shall the Contractor’s liability to the University for any indirect, consequential, special, incidental, punitive or exemplary damages arising out of or otherwise related to this Agreement, exceed, cumulatively, the greatest of (a) four (4) times the maximum amount payable designated in Section 1.3, as may be amended; (b) the extent of the Contractor’s insurance coverage for such damages; and (c) the extent of coverage for such damages that would be provided under the insurance coverage required of the Contractor under this Agreement.

1.8 **Warranties.**

1.8.1 **Services.** Contractor agrees to perform the Services with care, skill, diligence, prudence, and good judgment, consistent with applicable standards currently recognized by Contractor's profession or industry.

1.8.2 **Conformance to Specifications and Requirements.** Contractor represents and warrants that Services and/or deliverables shall conform in material respects to any Contractor-published documentation and this Agreement. Contractor shall, at no expense to University, correct any deliverables or re-perform any Services that fail to fulfill any representations, warranties and/or covenants expressed in this section.

1.9 **Indemnity:**

1.9.1 **General Indemnity.** The Contractor shall indemnify and hold harmless the University, the Board of Trustees of the University of Connecticut, and the State of Connecticut, including any agency or official of the State of Connecticut, from, and against all costs, claims, damages, or expenses, including reasonable attorney’s fees, arising from the negligent, reckless, willful, wanton or intentional acts or omissions of its employees and agents in connection with the performance of this Agreement.

1.9.2 **Intellectual Property Indemnity**. Contractor shall defend, and pay any damages and costs awarded in final judgment or made in settlement of, any claim or suit against University by a third party alleging that the Services provided by Contractor, when used in conformity with Contractor’s instructions and documentation, infringes a U.S. patent, copyright or trade secret, provided that Contractor shall be promptly notified in writing by University following its receipt of any such claim. If any Service is determined by a court of competent jurisdiction to be infringing, or in Contractor’s opinion is likely to become the subject of a claim of infringement or violation, Contractor may, at its option, procure for University the right to continue using the Service, or replace or modify the Service so it is not infringing. If Contractor cannot secure these remedies on a reasonable basis and if University must discontinue use of any Service, Contractor shall refund the fees paid for the infringing Service.

1.10 **Examination of Records and Audit**

Contractor shall prepare and maintain all records related to performance of this Agreement, which shall be open to inspection and subject to audit by University or its authorized representatives for evaluation and verification of any invoices, payments, or claims submitted by Contractor or any of its payees, required by governmental authorities, or desirable for any other valid business purpose. University or its authorized representatives shall give Contractor reasonable advanced notice of intent to audit. Contractor shall make available all relevant records so as to enable University to audit all reimbursable items excluding the make-up of any agreed upon lump sum amounts, fixed rates, or unit prices. Contractor shall preserve the records and University or its authorized representatives shall have access to the records for a period of five (5) years after the satisfaction of Contractor's obligations under this Agreement, or for such longer period as may be required by law. If an audit inspection or examination conducted in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor or any of its subcontractors, to University, any adjustments and/or payments to University shall be made by Contractor within a reasonable amount of time not to exceed ninety (90) days from presentation of University’s findings to Contractor.

1.11 **Relationship of the Parties.** Contractor is an independent Contractor. Nothing in this Agreement will be construed to make Contractor or University partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed by Contractor to perform work on University’s behalf under this Agreement will be deemed to be an employee, agent, or contractor of University. Neither party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other.

1.12 **Waiver:** No delay or failure by a party in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power, or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power, or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

1.13 **Survival.** All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.

1.14 **Severability**. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected. Notwithstanding the foregoing, if the invalid, void or unenforceable provision is material to the basis of the bargain of this Agreement, or materially affects the relative economic benefits to the parties, both parties shall in good faith agree upon an equitable modification of such provision or the application thereof.

1.15 **Parties in Interest.** This Agreement is enforceable only by Contractor and University. It is not a contract or assurance regarding compensation, rights, obligations, or benefit of any kind to any other party. There are no third-party beneficiaries of this Agreement.

1.16 **Assignment and Successors.** Neither party may assign this Agreement without the other’s prior written consent. This Agreement benefits and will be binding upon Contractor and its successors, heirs, and assigns.

1.17 **Notice**: All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University\*: The University of Connecticut, Attention: [\_\_\_\_}, 3 Discovery Drive, U6076, Storrs, CT 06269

If to the Contractor\*: [\_\_\_]

[Note: \*Any party may change its Notice information by giving written notice in accordance with this Section.]

**Section 2 - State of Connecticut Required Terms and Conditions**

As an Agency of the State of Connecticut (a sovereign entity) the **University** is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

2.1. Statutory Authority. Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the Universitywith authority to enter into contracts in the pursuit of its mission.

2.2. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

2.3. Insurance. The Contractor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor’s operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

1. Commercial General Liability

1.         Each Occurrence                                $1,000,000

2.         Products/Completed Operations         $1,000,000

3.         Personal and Advertising Injury          $1,000,000

4.         General Aggregate                              $2,000,000

5.         Fire Legal Liability                               $   100,000

Umbrella Liability – Each Occurrence $1,000,000

1. Technology Professional Liability (Errors and Omissions) Insurance with limits not less than $2,000,000 /occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations in this agreement and shall include, but not be limited to, network security and privacy, release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses.The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
2. Business Automobile Liability:  Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than $1,000,000 per occurrence.
3. Workers’ Compensation and Employer’s Liability:  As required under state law.
4. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut.  All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Agreement.  Certificates thereof shall be delivered to the University prior to the commencement of this Agreement and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University.  All certificates delivered to the University shall contain a provision that the company writing said policy will give to University at least twenty (20) days’ notice in writing in advance of any material change, cancellation, termination or lapse of the Effective Date of any reduction in the amounts of insurance below the requirements of the Contract. Policies shall waive the right of recovery against the University and shall be primary.

2.4. Indemnification.

 The Contractor shall indemnify and hold harmless the University, the Board of Trustees of the University of Connecticut, and the State of Connecticut, including any agency or official of the State of Connecticut, from, and against all costs, claims, damages, or expenses, including reasonable attorney’s fees, arising from the negligent, reckless, willful, wanton or intentional acts or omissions of its employees and agents in connection with the performance of this Agreement.

2.5 Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

2.6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.

2.7. Non-discrimination. References in this section to "Contract" shall mean this Agreement.

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and “contract” include any extension or modification of the Contract or contract; (iii) "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

(f) The Contractor agrees to comply with the regulations referred to in this Section 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.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

2.8 Vendor Code of Conduct. In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the “Vendor Code of Conduct”).  Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section.

Contractor agrees to comply with the “Principal Expectations” described in the Vendor Code of Conduct.  Contractor further agrees to comply with the “Preferential Standards” described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor’s compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor’s corporate social and environmental practices.

2.9. State Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the University shall provide a copy of these orders to the Contractor.

2.10. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit [\_\_\_\_] .

2.11. Termination for Cause**.** The Universitymay terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

(a)        If the Contractor and the Universityreach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

            (b)        If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the Universityreserves the right to terminate the agreement at that time by written notice of such termination.

            (c)        If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the Universityreserves the right to terminate the contract at that time by written notice of such termination.

(d)      The Universitywill be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

(e)       Remedies for Default:  If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.

2.12. Termination for Convenience.

(a)   The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

            (b)    If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor thirty (30) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

2.13. Force Majeure.If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party’s obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

2.14 Contract Assignment:  No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University.

2.15. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The parties agree that they have specifically negotiated the terms of this Agreement and that the provisions of this Agreement shall govern and control over any inconsistent provision set forth in any terms of use, terms of service, terms and conditions, click-through or shrinkwrap provisions, even if accepted by a University end user, absent specific written agreement of the parties to the contrary. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same. This Agreement or Amendment (as the case may be) may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.

 2.16 Background Checks

(a) Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students.  The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of Contractor.  Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a concern of community or individual safety.

(b) Without limiting the obligations of Contractor under Section 2.4 of this Contract, Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of Contractor, its employees, or other persons that Contractor causes to be on the campus.

2.17 University Policies. University Policies. The Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. Current policies are available at http://policy.uconn.edu/ and include, without limitation, the University’s smoking policy available at http://policy.uconn.edu/2011/06/02/smoking/. In the event the University establishes new policies or procedures following issuance of this Agreement, or makes modifications to policies or procedures in existence at the time of such issuance, the Contractor shall comply with such new or modified policies or procedures upon written notice.

2.18 Use of University Marks.Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University’s Office of Trademark Licensing. “University mark” is herein defined as all registered marks to the University’s name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply with the University's trademark licensing program concerning any use or proposed use by Contractor of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University’s Office of Trademark Licensingfor approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.

2.19 In the event that Contractor is providing software as a service, Contractor shall submit to University annually the Service Organization Controls (SOC) reports for Contractor known as SOC I, SOC 2, and SOC 3, if the Contractor has such reports in its possession.

2.20 Additional Required Contractor Signature Authority, Affidavits and Certifications.

 (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.

 (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management “OPM” Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of $50,000 or more in a calendar or fiscal year.  [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.]  The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of $500,000 or more.  Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor.  Ethics Affidavits and Certifications can be found at:

 <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

 (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments.  The Nondiscrimination Certification form can be found at:

 <http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc>

***Remainder of the Page Left Blank Intentionally***

 **IN WITNESS WHEREOF**, this Agreement has been duly executed by the following parties:

**UNIVERSITY OF CONNECTICUT: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

By: By:

Print Name: Print Name:

Title: Title:

Date: Date:

**AGO Approval (As to Form)**

By: Date:

Print Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

**STATEMENT OF WORK TEMPLATE**

**Governing Purchasing Agreement Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SOW Number \_\_\_\_\_\_\_\_**

The parties agree that the terms and conditions of the Purchasing Agreement \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_, 20\_\_\_ shall govern this Statement of Work (SOW). In the event of a conflict between the relevant documents, the terms and conditions of Purchasing Agreement shall prevail.

1. Description of Services.

A. [Scope of services to be determined]

B. [Deliverables]

C. [Project timeline]

 2. Cost:

1. [Cost of services to be determined]
2. [Travel, reimbursable, etc.]
3. [Payment Schedule]

3. Contact Information:

 University of Connecticut: *(Name, Email, Telephone, Title and Responsibilities)*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Name, Email, Telephone, Title and Responsibilities)*

**University of Connecticut Contractor**

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Statement of Work Effective Date:

***Remainder of the Page Left Blank Intentionally***

Exhibit B

**Change Request Form (CRF) Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **University of Connecticut****Date Raised:****Date Resolution Required:****SOW Number:** **Agreement Number:** **Priority:** (*Check one*)[ ]  High [ ]  Medium [ ]  Low | **University Request?** (*Check one*)**:****[ ] Yes [ ]  No****Requested by (University):** **Prepared by (Contractor):** |
| **Status *(check one)*:****[ ]  Draft [ ]  Waiting Approval [ ]  Approved for Assessment [ ]  Under Investigation [ ]  Under University Review****[ ]  Not Required [ ]  Approved with no ODA [ ]  Required [ ]  Canceled [ ]  Closed** |

**Reason for Change:**

**Investigation and Findings:**

**Details of Change:**

**Scope of Work:**

**Cost:**

**University Obligations/ Assumptions:**

**Impact of Change:**

**[ ]  Financial**

**[ ]  Work Plan**

**[ ]  Staffing**

**[ ]  Contract**

**[ ]  Other**

|  |
| --- |
| **The parties agree that the terms and conditions of the Purchasing Agreement**  **\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_ shall govern this Change Request Form (CRF). In the event of a conflict between the relevant documents, the terms and conditions of Purchasing Agreement shall prevail.****University of Connecticut Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Name (printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Signature Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Change Request Form Effective Date:**  |

EXHIBIT [\_\_\_\_] - **SEEC FORM 11**

**CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION**

**Rev. 1/11**

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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,

Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

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

**PENALTIES FOR VIOLATIONS**

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

**Civil penalties**—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec.](http://www.ct.gov/seec) Click on the link to “Lobbyist/Contractor Limitations.”

**DEFINITIONS**

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory

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

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

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