

CONTRACT

Between

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT



And

Contract Award Date: _____

FOR THE PURCHASE OF ELECTRICITY

CONTRACT NO. LM020121

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This agreement is made by and between the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education with a principal place of business in Storrs, Connecticut (hereinafter the "University", "UCONN" or "UCONN Health") and _____, a _____ company organized and in good standing under the laws of the State of _____ with a principal place of business at _____ (hereinafter the "Contractor" or "Supplier").

In consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the University agree as follows:

1. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) **Cancellation:** An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (b) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) **Contractor Confidential Information:** Contractor Confidential Information is defined in Section 44 of this Contract.
 - (d) **Contract:** This Contract, as of its effective date, between the Contractor and the University for any or all Goods or Services at the price submitted by the Contractor and accepted by the University.
 - (e) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
 - (f) **Day:** All calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (g) **Delivery Point:** Point on the electric system at which the local distribution company ("LDC") takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities. This same Delivery Point shall be where the facility takes title to the electricity.
 - (h) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

- (i) Force Majeure: When the performance of obligations under this Contract are rendered impossible or hazardous or are 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 and the University.
- (j) Full Requirements Electricity Supply: All components of firm electricity supply, including, but not limited to, energy charges, congestion, ancillary services, and line losses under all applicable requirements by ISO -NE, Contractor coordination tariffs and agreements, Locational Marginal Pricing adjustments, University account management activities including all fees, capacity charges, and billing and requirements under this Contract, but not including other costs and rates related to the delivery or distribution of electricity by the LDC. Such firm, full requirements electricity shall be equivalent to the relevant LDC's basic service product.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as set forth in Exhibit A.
- (m) Locational Marginal Pricing (LMP): Pricing method used to establish the price for energy purchases and sales at specific locations through the New England wholesale electricity market.
- (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) Services: The performance of labor or work, as set forth in Exhibit A.
- (p) Solicitation: A request by the University, in whatever form issued, including, but not limited to, a request for information or request for quotes, inviting submittals of offers to provide Goods or Services in response to and in accordance with the Solicitation.
- (q) Standard Offer Service Rates: The Local Distribution Company (i.e. Eversource) rates approved by the Connecticut Public Utility Regulatory Agency.
- (r) State: The State of Connecticut, the University and any office, department, board, council, commission, institution or other agency of the State.
- (s) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
- (t) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
- (u) University: University shall mean the University of Connecticut and/or UCONN Health.

- (v) University Confidential Information: University Confidential Information shall be any information designated by the University as confidential.

All references in this Contract (as defined in Section 1 hereof) to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

2. **Term of Contract; Contract Extension**. The Contract will be in effect for _____ (____) full monthly billing cycles for each account, the first of which shall commence on _____, except for accounts for which a different commencement date is referenced in Exhibit B1, Exhibit B2 or Exhibit B3.

The University may extend this Contract by thirty (30) days written notice, delivered prior to Termination, Expiration or Cancellation: (1) for twelve months at the applicable rates referenced in Exhibit B1, Exhibit B2 or Exhibit B3 and (2) following such twelve month period, for additional periods of one month or greater, not to exceed twelve (12) additional months, at rates to be negotiated by the University and the Contractor.

3. **Description of Goods or Services**. The Contractor shall perform as set forth in Exhibit A. For the purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. **Price Schedule, Payment Terms and Billing**. Payment terms under this Contract are set forth in Exhibit B1, Exhibit B2 and Exhibit B3. Payment shall be made only after the University receives and accepts the Goods or Services and after it receives a properly completed invoice. Invoices shall reflect consolidated billing, except for the Co-Generation Facility. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within thirty (30) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. §4a-60g. The Contractor shall submit an invoice to the University for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
5. Reserved.
6. **Order and Delivery**. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B1, Exhibit B2 and Exhibit B3. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation, Expiration and Open Market Purchases, the Contract shall bind the University to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B1, Exhibit B2 and Exhibit B3.

7. **Contract Amendments.** No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Office of the Connecticut Attorney General.
8. **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the University. The University may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by the University for a breach is without prejudice to the University's or the State's rights or possible Claims.

If the Contractor wishes to obtain permission to assign its rights and/or obligations under this Contract prior to contract award, the Contractor must submit with its technical response on company letterhead: a written explanation of why it may wish to assign its rights and/or obligations under this contract, including a description of all or part of the contractual obligations it wishes to assign; a short narrative explaining the qualifications of the potential assignee; proof of the creditworthiness of the potential assignee; and an explanation of when and how the assignment will take place, if known. The University may choose to pre-approve the Contractor's assignment; however, if the winning Contractor chooses to exercise its right to assign, it must be for the reason(s) submitted in the technical response and it must be assigned to the assignee identified in the technical response. The University must be notified in writing prior to consummation of any assignment.

9. **Termination, Cancellation and Expiration.**

- (a) Notwithstanding any other provisions in this Contract, the University, through a duly authorized employee, may terminate the Contract whenever the University makes a written determination that such Termination is in the best interests of the University. The University shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in Section 11 of this Contract.
- (c) The University shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving such notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the University, all Records. The Records are deemed to be the property of the University and the Contractor shall deliver them to the University, no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the University for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII

or TXT.

- (d) Upon receipt of a written notice of Termination or Cancellation from the University, the Contractor shall cease operations as directed by the University in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which the University directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and commitments and shall not enter into any further subcontracts or commitments.
- (e) In the case of any Termination or Cancellation, the University, shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the University in accordance with this Contract, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement contractor which the University designates, all subcontracts and other commitments, deliver to the University all Records and other information pertaining to its Performance, and remove from University premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as the University may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the University may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive

Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

- (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the University.

10. **Cost Modifications**. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the University deems to be necessary or appropriate.

11. **Breach**. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within thirty (30) days from the date that the breaching party receives such notice. In the case of a Contractor breach, any other time period which the University sets forth in the notice shall trump such thirty (30) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty-four (24) hours prior written notice. If the University believes that the Contractor has not performed according to the Contract, the University may withhold payment in whole or in part pending resolution of the Performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B1, Exhibit B2 and Exhibit B3.

12. **Waiver**.

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

13. **Open Market Purchases**. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows,

constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute the University's authority for, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed.

The University shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B1, Exhibit B2 and Exhibit B3 and the Contractor shall pay the University's invoice immediately after receiving the invoice. If the University does not Terminate the Contract, the University will deduct such open market purchases from the Contract quantities. However, if the University deems it to be in the best interest of the University, then the University may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the University.

It shall be the Contractor's responsibility to coordinate with the LDC as necessary to resolve issues related to the LDC's regulated services and to ensure the reliable supply of electricity to the facilities included in this Contract. Metering services shall continue to be provided by the LDC.

If at any time -- unless under a condition of Force Majeure, fault of the LDC, or breach by UCONN -- an account covered by this Contract is forced to accept Standard Office Service Rates from the LDC serving in its capacity as the utility supplier of last resort, the Contractor shall be responsible for payment of any additional electric costs incurred over and above the Contract award price.

In addition, the Contractor shall promptly, within two weeks, notify UCONN if the Contractor learns that the LDC has removed an account from supply and placed it on basic service resulting from the actions of the Contractor other than in connection with the expiration of the Contract. If the Contractor fails to notify UCONN promptly, a reconciliation will be implemented consistent with the difference between the rate for such basic service and the rate charged by the Contractor.

14. Reserved.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State, the University, its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the University in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's response to the Solicitation or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

- (b) The Contractor shall reimburse the University for any and all damages to the real or personal property of the University caused by the Acts of the Contractor or any Contractor Parties. The University shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the University is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the University as an additional insured on the policy and shall provide a copy of the policy to the University, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (e) The rights provided in this section for the benefit of the State and the University shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

16. **Forum and Choice of Law**. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. **Contractor Guaranties**. Contractor shall:

- (a) Perform fully under the Contract;
- (b) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(c) Adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

(d) Reserved.

18. **Implied Warranties.** The University does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Reserved

20. **Setoff.** In addition to all other remedies that the University may have, the University, in its sole discretion, may setoff (1) any costs or expenses that the University incurs resulting from the Contractor's unexcused non-Performance under the Contract and under any other agreement or arrangement that the Contractor has with the University and (2) any other amounts that are due or may become due from the University to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the University. The University's right of setoff shall not be deemed to be the University's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the University.

21. **Force Majeure.** The University and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the non-performing party shall give immediate written notice to the other, explaining the cause and probable duration of any such non-Performance.

22. **Advertising.** The Contractor shall not refer to sales to the University for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the University's prior written approval.

23. **Americans With Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The University may Cancel the Contract if the Contractor fails to comply with the Act.

24. **Contractor Representations and Warranties.** The Contractor represents and warrants to the University for itself and Contractor Parties, as appropriate, that:

(a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title I, Chapter 10, concerning the

State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to the University in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the University, the ten (10) days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes

concerning the State's Codes of Ethics;

- (l) the Contractor's response to the Solicitation was not made in connection or concert with any other person or entity, including any of their affiliates (as defined in the Tangible Personal Property section of this Contract) and is in all respects fair and without collusion or fraud;
- (m) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and shall require that provision to be included in any contracts with Contractor Parties;
- (n) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (o) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (p) they owe no unemployment compensation contributions;
- (q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (r) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with, and Performance in accordance with all of the terms and conditions of, the Contract and that all appropriate parties shall also provide to the University, no later than fifteen (15) days after receiving a request from the University, such information as the University may require to evidence, in the University's sole determination, compliance with this section; and
- (s) except to the extent modified or abrogated in the Contract, all title shall pass to the University upon complete installation, testing and acceptance of the Goods or Services and payment by the University.

25. **Disclosure of Contractor Parties Litigation.** The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

26. **Entirety of Contract.** The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

27. **Exhibits.** All exhibits referred to in and attached to this Contract are incorporated in

this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

28. **Executive Orders.** The 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.
29. **Non-discrimination.**
- (a) For purposes of this Section, the following terms are defined as follows: 1) "Commission" means the Commission on Human Rights and Opportunities; 2) "Contract" and "contract" include any extension or modification of the Contract or contract; 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; 4) "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; 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; 6) "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; 7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; 8) "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; 9) "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 Conn. Gen. Stat. § 32-9n; and 10) "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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(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, status as a veteran, 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 ensure 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, status as a veteran, 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 Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 Conn. Gen. Stat. § 46a-56 as amended; 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 regarding a State contract, 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 the Contract and as they may be adopted or amended from time to time during the term of the 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 46a-56 as amended; 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 regarding a State contract, 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.

30. **Whistleblowing.** This Contract is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the

Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

31. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to:
University of Connecticut
c/o Facilities Department
25 LeDoyt Road, Unit 3252
Storrs, Connecticut 06269-3252

If to the Contractor:

Company Name: _____
Name: _____
Address: _____
City: _____
Signatory Name: _____

32. **Insurance.** The Contractor's insurance shall have no right of recovery or subrogation against the University or the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the University and State. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:
- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of the Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Contract then automobile coverage is not required.
 - (c) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include

Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease -Policy limit, \$100,000 each employee.

(d) Umbrella Liability: \$5,000,000 each occurrence following form.

(e) Reserved.

33. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

34. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

35. Reserved.

36. **Contractor Changes.** The Contractor shall notify the University in writing no later than ten (10) Days from the effective date of any change in:

- (a) its certificate of incorporation or other organizational document;
- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The University, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the University's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the University in accordance with the terms of the University's written request. The University may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

37. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

38. **Audit and Inspection of Records.** The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the University and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to

the requested date. All audits and inspections shall be at the University's expense. The University or State may request an audit or inspection at any time during the Contract term and for three (3) years from termination, cancellation or expiration of the Contract. The Contractor shall cooperate fully with the University or State and its agents in connection with an audit or inspection. Following any audit or inspection, the University or State may conduct and the Contractor shall cooperate with an exit conference.

39. **Background Checks.** The 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 the Contractor 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 the Contractor. The Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to the 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.

Without limiting the obligations of the Contractor under Article 15 of this Contract, the 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 the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

40. **Continued Performance.** The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
41. **Working and Labor Synergies.** The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
42. **Contractor Responsibility.**
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

- (b) The Contractor shall exercise all reasonable care to avoid damage to the University's or

State's property or to property being made ready for the University's or State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the University or State.

43. **Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
44. **Contractor Confidential Information.** The University will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the University receives. However, all materials associated with the Contractor's response to the Solicitation and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor 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 FOIA. To the extent that any other provision or part of the Contract, especially including the Contractor's response to the Solicitation, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates in its response to the Solicitation that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the University will endeavor to keep said information confidential to the extent permitted by law (such information is referred to herein as "Contractor Confidential Information"). The University, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to an FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the University or the State have any liability for the disclosure of any documents or information in its possession which the University or the State believes are required to be disclosed pursuant to the FOIA or other requirements of law.
45. **Interpretation.** The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations. Unless otherwise specified, any reference to a statute means that statute and any successor statute and any corresponding regulations, all as amended or supplemented from time to time.
46. **Cross-Default.**

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then the University may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the University. Accordingly, the University may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the University, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the University or the State, then the University may, in its sole discretion, without more and without any action whatsoever required of the University, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the University may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the University or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
47. **Disclosure of Records.** The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, 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 (a) provide that the public agency is entitled to receive a copy of records and files related to the Performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
48. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-10lqq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
49. **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the University of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the University or any of its officers and employees, which they may have had, now have or will have with respect to all matters

arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

50. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
51. **Certification as Small Contractor or Minority Business Enterprise.**
The Contractor shall be in breach of this Contract if the Contractor is certified as a "small contractor" or a "minority business enterprise" under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.
52. **Campaign Contribution Restriction.** For all State contracts as defined in section 9-612 of the Connecticut General Statutes 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 the Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached as Exhibit C (SEEC Form 11).
53. **Protection of University Confidential Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from release any and all University Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of University Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of confidential information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of confidential information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing University Confidential Information;
 - (2) Reasonable restrictions on access to records containing University Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to University Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of University Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (6) The Contractor and Contractor Parties shall notify the University and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24)

hours, after they become aware of or suspect that any University Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a release. If a release of University Confidential Information has occurred, the Contractor shall, within three (3) business days after the notification,

present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the release of University Confidential Information. Such credit monitoring or protection plan shall include, but shall not be limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-70Ia. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the release of University Confidential Information. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the University, any State of Connecticut entity or any affected individuals.

(c) The Contractor shall incorporate the requirements of this Section in any subcontracts with a Contractor Party.

54. **University Representation.** The University represents that Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.

55. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim it may have arising from this Contract shall be pursuant to Chapter 53 of the Connecticut General Statutes.

56. **Code of Conduct.** In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the Owner has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). The 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 the Contractor is required to comply with the same pursuant to this section.

The Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The 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 the Contractor to the Owner in writing. Any such commitment or representation is hereby incorporated herein by reference.

The 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 the Contractor's corporate social and environmental practices.

57. **University Policies.** The Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. In the event the University establishes new policies or procedures following execution of the Contract, or makes modifications to policies or procedures in existence at the time of Contract execution, the Contractor shall comply with such new or modified policies or procedures upon written notice.

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

59. **Counterpart Signature.** This Contract may be executed in counterparts, and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and 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. Signed copies of this Contract may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

UNIVERSITY OF CONNECTICUT

By: _____
[Print Name]
[Title]

By: _____
Scott A. Jordan
Executive VP for Administration & CFO

Date: _____

Date: _____

APPROVED AS TO FORM:
Office of the Attorney General

By: _____

Associate Attorney General

Date: _____

EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES

The Contractor will supply all electricity commodity components up to the Delivery Point. The Full Requirements Electricity Supply shall be delivered to facilities that are located in the Local Distribution Company (LDC) (i.e. Eversource ("ES") or United Illuminating ("UI")).

CONTINUITY OF SERVICE

It shall be the Contractor's responsibility to coordinate with the LDC as necessary to resolve issues related to the LDC's regulated services and to ensure the reliable supply of electricity to the facilities included in this Contract. Metering services shall continue to be provided by the LDC. Facilities as used in this Contract shall mean all of the buildings that are serviced by the accounts listed in Exhibit D.

If at any time, unless under a condition of Force Majeure, fault of the LDC, or breach by UCONN, an account covered by this Contract is forced to accept Standard Offer Service Rates from the LDC serving in its capacity as the utility supplier of last resort, the Contractor shall be responsible for payment of any additional electric costs incurred over and above the Contract award price.

In addition, the Contractor shall promptly, within two weeks, notify UCONN if the Contractor learns that the LDC has removed an account from supply and placed it on basic service resulting from the actions of the Contractor other than in connection with the expiration of the Contract. If the Contractor fails to notify UCONN promptly, a reconciliation will be implemented consistent with the difference between the rate for such basic service and the rate charged by the Contractor.

NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified in the Data Exhibit D. The Contractor shall be fully familiar with the imbalance, transmission grid loss, and line policies of the LDC, the interstate/intrastate transmission companies and the ISO-NE. Any costs and/or penalties associated with these items will be borne by the Contractor.

ENROLLMENT

The Contractor will be responsible for switching accounts from the applicable LDC (or third-party contractor) to Contractor and fulfilling any obligations with the LDC to that end. If the Contractor fails to switch accounts within the terms of this contract, unless by fault of the LDC or UCONN, penalties may be assessed based on the difference between the LDC Basic Service Rate and contract award price for the period of time the account remained on LDC service. Additionally, the Contractor will be required to provide a spreadsheet clearly identifying each account number being served as a result of contract award(s) and the service start date for each of these accounts. This spreadsheet will be due to UCONN and Enel X North America, Inc. on or before thirty (30) business days after Contract award.

PAYMENT AND BILLING

Refer to Exhibit B 1, Exhibit B2 and Exhibit B3.

ADDING FACILITIES TO THIS CONTRACT

For any additional accounts, UCONN shall provide an estimate of the facility's electric

requirements and the Contractor will be required to provide a price for the new account under the same Terms and Conditions as this Contract. UCONN will provide this information at least thirty (30) days prior to the desired flow date. The Contractor will have fifteen (15) days to provide a price for the new accounts. UCONN will have the right to decline the price if the price is not in UCONN's best interest. Adding facilities shall be accomplished through an Amendment of the Contract.

If the LDC assigns a new account number to the contracted facilities, this will not be considered an addition even if a new account number is assigned.

ADDING RENEWABLE TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities may wish to increase the percent of renewable electricity of their accounts under contract. In that event, UCONN shall provide the Contractor with an estimate of the increase and the Contractor will be required to provide a new price for the account, reflecting the increase in renewable electricity, under the same Terms and Conditions as this Contract. UCONN will provide this information at least forty-five (45) days prior to the desired flow date. The Contractor will have fifteen (15) days to provide a price for the account with the additional renewable electricity. UCONN will have the ability to decline the price if it is not in UCONN's best interest. Increasing the renewable percent shall be accomplished through an Amendment of the Contract.

If the LDC assigns a new account number to the contracted facilities, this will not be considered an addition even if a new account number is assigned.

MATERIAL CHANGE

UCONN will make every effort to promptly notify the Supplier and Enel X North America, Inc. in writing via email of construction projects, suspensions of service and additions or maintenance of equipment that may impact a facility's annual historical usage by more than 25%.

REGULATORY CHANGE

If any regulatory change(s) is imposed after this Contract has been initiated, the Contractor may pass through to UCONN any charges or discounts that are a result of the regulatory change(s) so long as such charges/discounts are directly related to supplying electricity under this Contract. The Contractor is required to submit a written notice of such regulatory change accompanied by an explanation of how the change is directly related to supplying electricity to UCONN. This notice must be provided to UCONN sixty (60) days prior to the implementation of the regulatory change.

Regulatory Change may be a new charge/discount or an increase/decrease in a current charge imposed by the relevant LDC, ISO-NE, or ISO-NE's successor. A Regulatory Change may also mean a new element of retail full requirements service imposed through law or regulation by the State or the United States.

REPORTING REQUIREMENTS

Monthly Electronic Summary Report: The Contractor shall provide UCONN and Enel X North America, Inc. with a monthly, digital electric consumption summary containing the following information by account number: service start date, service end date, total consumption, and total charges. The monthly digital summary must adhere to the "Payment Instructions" documents posted at

<http://exchange.apps.enelx.com/WebPortal/Public/Announcement.aspx?ID=HY2%2b2Vbyutg%3d>

The summary will accompany or precede payment of monthly fees.

UConn reserves the right to request that the Contractor provide Enel X North America, Inc. with a copy of the Contractor's electronic data transaction with the LDC in lieu of the Monthly Electronic Summary Report provided that this does not represent an additional burden to the Contractor.

UNIVERSITY ACCOUNTS. University electricity accounts are attached hereto in Exhibit D - Data / Accounts.

EXHIBIT D
DATA FOR UNIVERSITY ACCOUNTS
(immediately following)