

## STATE OF CONNECTICUT REQUIRED TERMS AND CONDITIONS

As an Agency of the State of Connecticut (a sovereign entity) the UNIVERSITY OF CONNECTICUT is governed by the following terms and conditions, which may not be modified, amended or deleted.

1. Statutory Authority. Connecticut General Statute §§ 10a-109a to 10a-109y provide the UNIVERSITY OF CONNECTICUT with authority to enter into contracts in the pursuit of its mission.
2. Claims. Should the Contractor have a claim against the University of Connecticut which has not been resolved by mediation, the Contractor's rights to assert its claim against the University of Connecticut shall be as are set forth in Connecticut General Statutes Section 4-61, if that statute is applicable. If C.G.S. Section 4-61 is not applicable, the Contractor's sole and exclusive remedy for the presentation of any claim against the University or the State of Connecticut arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State), and the Contractor agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.
3. Indemnification. To the maximum extent allowed by law, the Contractor will indemnify and hold harmless the University and the State of Connecticut, their employees and agents, from any and all claims, liabilities, demands, damages, costs or expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any negligent act or omission of, willful misconduct, breach of the contract or breach of warranty by, or fault of, the Contractor or anyone for whom the Contractor is responsible in the performance of the contract. This indemnification will survive the completion of the project or termination of this contract to the maximum extent allowed by law. Nothing in this paragraph will be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such indemnified party, or such party's agents or employees.
4. Insurance. The Contractor agrees that while performing Services s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever, and at a minimum shall carry such insurance as specifically required under the contract. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
5. Ethical Considerations. The Contractor has certified that no elected or appointed official or employee or student of the UNIVERSITY OF CONNECTICUT has benefited, or will benefit financially or materially from the contracted Services. The UNIVERSITY OF CONNECTICUT may terminate this Agreement, if it is determined that gratuities of any kind were either offered to, or received by, any UNIVERSITY OF CONNECTICUT officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.
  - 5.1 The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.
  - 5.2 In accordance with the UNIVERSITY OF CONNECTICUT compliance program, the UNIVERSITY OF CONNECTICUT has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to the UNIVERSITY OF CONNECTICUT policies and procedures can report such matters anonymously. Such persons may also directly contact the UNIVERSITY OF CONNECTICUT's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526. As a provider of goods and/or Services to the UNIVERSITY OF CONNECTICUT, the Contractor is hereby required to notify its employees, as well as any subcontractors, who are involved in the implementation of this Agreement, of this reporting mechanism.
6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
7. Nondiscrimination. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Contractor. **The following subsections are set forth here as required by Section 4a-60 of the Connecticut General Statutes:**
  - (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal

opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, manager, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

- (b) For the purposes of this Section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:**

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

section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

- (b) The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
8. Executive Orders. This Agreement 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 this Agreement as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
9. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.
10. Termination for Cause. UNIVERSITY OF CONNECTICUT may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall 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 UNIVERSITY OF CONNECTICUT reach an agreed upon solution, the Contractor shall 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, UNIVERSITY OF CONNECTICUT reserves the right to terminate this Agreement.
- (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, UNIVERSITY OF CONNECTICUT reserves the right to terminate this Agreement.
- (d) UNIVERSITY OF CONNECTICUT shall be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
- (e) Remedies Upon Default: In any case where the Contractor has failed to deliver or has delivered non-conforming goods or Services, UNIVERSITY OF CONNECTICUT shall provide a "Notice to Cure." If after notice the Contractor continues to be in default, UNIVERSITY OF CONNECTICUT may procure goods or Services as substitution from another source and charge the cost difference to the defaulting Contractor.
11. Termination for Convenience.
- (a) UNIVERSITY OF CONNECTICUT may terminate performance of work under this Agreement in whole or in part whenever, if for any reason UNIVERSITY OF CONNECTICUT shall determine that such termination is in the best interest of UNIVERSITY OF CONNECTICUT and/or the State of Connecticut.
- (b) This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by UNIVERSITY OF CONNECTICUT, by providing the Contractor written notice of such intention. If UNIVERSITY OF CONNECTICUT elects to terminate this Agreement pursuant to this provision, UNIVERSITY OF CONNECTICUT Representative and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
12. 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.
13. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and UNIVERSITY OF CONNECTICUT 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 UNIVERSITY OF CONNECTICUT and if applicable, approved by the Office of the Attorney General. 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.

14. 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. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
- (b) UNIVERSITY OF CONNECTICUT, 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](http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc)