

# UNIVERSITY OF CONNECTICUT HEALTH CENTER ("UCHC") TERMS AND CONDITIONS

**INSTRUCTIONS TO SUPPLIER:** Accepting payment or beginning performance under this agreement or purchase order (this "Order") shall be acceptance of these UCHC terms and conditions. If there is any conflict between these terms and the terms and conditions of an agreement signed by both parties, the terms of the signed agreement shall control. Any terms or conditions proposed in supplier's acceptance or in any acknowledgment, invoice, or other form of supplier that add to, vary from, or conflict with the terms herein are hereby rejected. UCHC will only remit payment to the supplier named on the Order, and will not remit payment for this Order to any third parties. This Order is exempt from Federal Excise Taxes and Connecticut Sales Tax. UCHC's IRS Tax Identification Number is 52-1725543. Unless otherwise specified on this Order, payment terms are net 45 days from receipt of invoice. The parties acknowledge that any web addresses listed herein are subject to change, and any new web addresses will be provided to supplier upon request.

**UCHC'S STATUTORY PROCUREMENT AUTHORITY:** Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-151a, and 10a-151b.

**DELIVERY:** Supplier shall deliver in accordance with the terms stated on the Order, and if no terms are stated the delivery terms shall be DAP UCHC West Loading Dock, 263 Farmington Avenue, Farmington, CT (Incoterms 2010), and supplier shall bear risk of loss and insurance until delivery. Time is of the essence in supplier's performance of the Order.

**NO WAIVER OF IMPLIED WARRANTY:** Supplier does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

**PUBLICITY:** Supplier shall not make or authorize any news release, advertisement, or other disclosure that uses UCHC's name without UCHC's prior written consent.

**INSURANCE:** Supplier will carry sufficient insurance (liability and/or other) as applicable according to the nature of goods provided or work performed so as to "save harmless" UCHC and the State of Connecticut from any insurable cause whatsoever, which shall be at least the minimum amount required by applicable law. If requested, supplier will provide certificates of such insurance to UCHC.

**INDEMNIFICATION:** Supplier shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from supplier's acts or omissions in connection with this Order or any defects in the deliverables.

**INTELLECTUAL PROPERTY:** All data provided to the supplier by UCHC or developed by supplier pursuant to this Order ("UCHC Data") shall be treated as property of UCHC unless UCHC agrees in writing to the contrary. Upon expiration or termination of this Order, supplier shall, within fifteen (15) days of UCHC's request, deliver to UCHC all UCHC Data in electronic, magnetic or other intangible form in a non-proprietary format (such as ASCII, .TXT or XML).

**INTELLECTUAL PROPERTY INDEMNIFICATION:** If the use or sale of the deliverables is enjoined by a court, or should supplier refuse to deliver to avoid a potential liability, supplier shall either (1) secure for UCHC the right to use or sell such Goods; (2) modify or replace the deliverables with equivalent non-infringing Goods; or (3) provide such other solution acceptable to UCHC.

**FORCE MAJEURE:** If the performance of obligations under this Order is rendered impossible or hazardous or is otherwise prevented or impaired due to events beyond the control of the party asserting that such an event has occurred, including: accidents, Acts of God, riots, strikes, extraordinary weather conditions, epidemics, earthquakes, insurrection or war, the non-performing party shall give immediate written notice to the other party and each party's obligations to the other hereunder shall be excused and neither party shall have any liability to the other hereunder during the existence of such event.

**TERMINATION:** UCHC may terminate this Order without penalty, by providing supplier with thirty (30) days written notice, whenever UCHC, in its sole discretion, determines that such termination is in the best interests of UCHC or the State of Connecticut.

**EVALUATION OF GOODS/PERFORMANCE:** Goods are subject to return if inferior to specifications or reasonable standard of quality. UCHC will provide required quality/performance specifications to supplier as deemed necessary by UCHC. Goods/services shall meet or exceed any such required quality/performance specifications. UCHC may conduct evaluations of supplier's performance. Supplier shall cooperate in any such evaluations, and work with UCHC to correct any deficiencies noted. The foregoing shall not relieve supplier of its obligation to provide goods/services in accordance with this Order nor be deemed a waiver of any other rights or remedies available to UCHC.

**CERTIFICATION & AFFIDAVITS:** Supplier shall execute all required certifications, affidavits and forms applicable to this Order, including certification of the signatory's legal authority to sign on behalf of supplier and State of Connecticut Non-discrimination Certification, Gift and Campaign Contribution Certification, Consulting Agreement Affidavit, and Affirmation of Receipt of State Ethics Laws Summary.

**BACKGROUND CHECKS AND CERTIFICATIONS:** Supplier shall comply with applicable UCHC Policies and procedures regarding completion of background checks and/or certifications and shall pay all related fees. If UCHC determines that the results of a background check are unfavorable, UCHC may require supplier to immediately cease performance hereunder without penalty to UCHC.

**DEBARMENT/OSHA:** Supplier represents and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance with UCHC Policy 2001-3 or applicable federal or state laws, and supplier shall disclose to UCHC immediately in writing any debarment, suspension, proposal for debarment, voluntary exclusion or other event that makes it or its principals an "Ineligible Person" at any time during the course of this agreement. An "Ineligible Person" is an individual or entity who: i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs, or ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Supplier represents and warrants that it complies with all applicable OSHA regulations, and that in the last three (3) years it has not been cited for any willful or serious violations of any occupational safety and health act, standard, order or regulation.

**GOVERNING LAW:** The terms of this Order shall be construed in accordance with and governed by the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties hereto specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods ("CISG"). For purposes of interpretation, any laws or regulations cited herein shall refer to the text of the actual statute or regulation as in effect or as amended.

**CLAIMS AGAINST THE STATE:** Supplier agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, UCHC or their agencies, departments, officers or employees arising from this Order shall be in accordance with Chapter 53 of Connecticut General Statutes (Claims Against the State) and supplier further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

**COMPLIANCE:** UCHC's Corporate Compliance Program includes policies and procedures mandated by the federal Deficit Reduction Act ("DRA") of 2005. In accordance with the DRA, UCHC requires contractors, subcontractors, agents or any others who, on behalf of UCHC, furnish or authorize the furnishing of Medicaid health care items or services or who perform billing or coding functions to comply with its Corporate Compliance Program policies and procedures. UCHC Policy 2007-01, Prevention of Fraud, Waste, and Abuse, summarizes federal and Connecticut state laws aimed at fraud, waste, and abuse in health care programs, can be reviewed at [www.policies.uchc.edu/policies/policy\\_2007\\_01.pdf](http://www.policies.uchc.edu/policies/policy_2007_01.pdf). UCHC has an identity theft protection program to help prevent identity theft and requires supplier have its own policies and procedures to prevent identity theft, as well as to report any "Red Flags" (as defined by FTC regulations) regarding identity theft to UCHC promptly upon discovery. To access other Compliance Program policies, visit [www.policies.uchc.edu/area/compliance.html](http://www.policies.uchc.edu/area/compliance.html). Please contact the UCHC Compliance Office at 860-679-4180 or [compliance.officer@uchc.edu](mailto:compliance.officer@uchc.edu) with any questions.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:** UCHC and supplier will comply with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). UCHC's policies regarding HIPAA are located at [http://www.policies.uchc.edu/area/hipaa\\_privacy.html](http://www.policies.uchc.edu/area/hipaa_privacy.html) and at [http://www.policies.uchc.edu/area/hipaa\\_security.html](http://www.policies.uchc.edu/area/hipaa_security.html). If required by UCHC, supplier will sign UCHC's Business Associate Agreement.

**EXECUTIVE ORDERS:** This Order is subject to the provisions of: Executive Order No. Three of Governor Thomas J. Meskill regarding non-discrimination clauses in state contracts promulgated June 16, 1971; Executive Order No. Seventeen of Governor Thomas J. Meskill regarding the requirement of contractors and subcontractors to post employment openings with the Connecticut State Employment Service promulgated February 15, 1973; Executive Order No. Sixteen of Governor John G. Rowland regarding Violence in the Workplace Prevention Policy promulgated August 4, 1999; Executive Order No. Fourteen of Governor M. Jodi Rell promulgated April 17, 2006 regarding contractors' use of cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities; and Executive Order No. 7C of Governor M. Jodi Rell regarding the establishment of the State Contract Review Board promulgated July 13, 2006.

**FREEDOM OF INFORMATION ACT/PUBLIC RECORDS:** Information and documents related to this Order may be subject to the Freedom of Information Act ("FOIA"). If Conn. Gen. Stat. §1-218 applies to this Order, UCHC is entitled to receive a copy of records and files related to supplier's performance, and such records and files are subject to and may be disclosed pursuant to FOIA.

**WHISTLEBLOWER:** If an officer, employee or appointing authority of a "large state contractor" (as defined by Conn. Gen. Stat. §4-61dd) 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 Conn. Gen. Stat. §4-61dd(a), the contractor shall be liable for a civil penalty of not more than \$5,000 for each offense, up to a maximum of 20% of the value of the 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 executive head of the State or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

**TANGIBLE PERSONAL PROPERTY:** If Conn. Gen. Stat. §12-411b (Collection of use tax by certain state contractors) applies to this Order, supplier shall comply with the provisions of that statute and the Sales and Use Taxes Act (Chapter 219 of the Connecticut General Statutes).

**POLYSTYRENE FOAM:** All purchases shall comply with the provisions of Conn. Gen. Stat. §§22a-194 to 22a-194g, inclusive.

**SUMMARY OF STATE ETHICS LAWS:** Pursuant to the requirements of Conn. Gen. Stat. §1-101qq, the summary of State of Connecticut ethics laws developed by the Office of State Ethics ("OSE") pursuant to Conn. Gen. Stat. §1-81b is incorporated by reference into and made a part of these terms and conditions as if the summary was fully set forth herein.

**EQUAL OPPORTUNITY:** UCHC is an equal opportunity employer. UCHC's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in UCHC Policy 2002-44, which can be reviewed at [www.policies.uchc.edu/policies/policy\\_2002\\_44.pdf](http://www.policies.uchc.edu/policies/policy_2002_44.pdf). UCHC will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials who discriminates against members of any class protected under sections 4a-60 or 4a-60a of the Connecticut General Statutes.

**SOVEREIGN IMMUNITY:** Nothing herein is a modification, compromise or waiver by the State of any rights or defenses of any immunity provided by Federal law or the laws of the State of Connecticut to the State or any of its officers or employees that they may have had, now have or will have with respect to this agreement. To the extent this section conflicts with any other section, this section shall govern.

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

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

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

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

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

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

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

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

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

**PROTECTION OF CONFIDENTIAL INFORMATION:** "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public. "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all 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.

Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of 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 Confidential Information; (2) reasonable restrictions on access to records containing 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 Confidential Information, including but not limited to passwords; and (5) encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

The Contractor and Contractor Parties shall notify the Department 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 Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach 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 Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. 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 Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

**SEEC:** For all State contracts 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, which is reproduced and inserted below.

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

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

**Campaign Contribution and Solicitation Limitation:** No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees). In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee. On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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

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

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

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

**Contract Consequences:** In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided. In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor,

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unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to “Lobbyist/Contractor Limitations.”

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

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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