

UCONN HEALTH PURCHASE ORDER TERMS AND CONDITIONS

INSTRUCTIONS TO SUPPLIER: The Supplier named on this Purchase Order ("Order") is referred to in these terms and conditions as "contractor." Accepting payment or beginning performance under this Order shall be acceptance of these terms and conditions. Any terms or conditions proposed in contractor's acceptance or in any acknowledgment, invoice, or other form of contractor that add to, vary from, or conflict with the terms herein are hereby rejected. Payment in connection with this Order will be remitted only to the contractor named in the Order; payment will not be remitted to any third parties. Purchases under this Order are exempt from Federal Excise Taxes and Connecticut sales tax. UConn Health's IRS Tax Identification Number is 52-1725543. Payment terms are net 45 days from receipt of invoice and are subject to the State of Connecticut's "prompt payment" statute (Conn. Gen. Stat. § 4a-71). The parties acknowledge that any web addresses listed herein are subject to change, and any new web addresses will be provided to contractor upon request.

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

DELIVERY: Unless otherwise specified on this Order or in a signed agreement that controls this Order, the delivery terms shall be DAP UConn Health West Loading Dock, 263 Farmington Avenue, Farmington, CT (Incoterms 2010), and contractor shall bear risk of loss and insurance until delivery. Time is of the essence in contractor's performance of this Order.

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

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

INSURANCE: Contractor 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" UConn Health and the State of Connecticut from any insurable cause whatsoever, which shall be at least the minimum amount required by applicable law. If requested, contractor will provide certificates of such insurance to UConn Health or its designee.

INDEMNIFICATION: Contractor shall indemnify and hold harmless UConn Health, the State of Connecticut, and their agencies, departments, officers and employees, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from contractor's acts or omissions in connection with this Order or any defects in the deliverables.

ANTITRUST PROVISION: Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all claims associated with this Order that contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC § 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statutes § 35-24, et seq., including, but not limited to, any and all claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a claim without any further action or acknowledgment by the parties.

INTELLECTUAL PROPERTY: All data provided to contractor by UConn Health or developed by contractor pursuant to this Order ("UConn Health Data") shall be treated as property of UConn Health unless UConn Health agrees in writing to the contrary. Upon expiration or termination of this Order, contractor shall, within fifteen (15) days of UConn Health's request, deliver to UConn Health all UConn Health 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 that are the subject of this Order is enjoined by a court, or should contractor refuse to deliver to avoid a potential liability, contractor shall either: (1) secure for UConn Health 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 UConn Health.

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

EVALUATION OF GOODS/PERFORMANCE: Goods are subject to return if inferior to specifications or reasonable standard of quality. Goods/services shall meet or exceed quality/performance specifications. UConn Health may conduct evaluations of contractor's performance. Contractor shall cooperate in any such evaluations, and work with UConn Health to correct any deficiencies noted. The foregoing shall not relieve contractor 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 UConn Health.

CERTIFICATION & AFFIDAVITS: Contractor shall execute all required certifications, affidavits and forms that are applicable to this Order, which may include, without limitation, the State of Connecticut Nondiscrimination Certification, Gift and Campaign Contribution Certification, Consulting Agreement Affidavit, and Affirmation of Receipt of State Ethics Laws Summary.

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

DEBARMENT: Contractor 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 applicable federal or state laws, and contractor shall disclose to UConn Health 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 contractor's performance under this Order. 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 USC §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

OSHA: Contractor 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 in effect or as amended.

SOVEREIGN IMMUNITY: Nothing herein shall be construed as a modification, compromise or waiver by UConn Health or the State of Connecticut of any rights or defenses of any immunities provided by federal or state law to UConn Health, the State of Connecticut, or their agencies, departments, officers and employees, which they may have had, now have or will have with respect to all matters related hereto. To the extent that this section conflicts with any other section, this section shall govern.

CLAIMS AGAINST THE STATE: Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, UConn Health 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 contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

PREVENTION OF FRAUD, WASTE AND ABUSE: (a) The parties to this Order specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395 (n)). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are any payments intended to induce illegal referrals of business. In the event that any part of this Order is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the violative provision(s). If the parties are unable to agree to new or modified terms as required to bring the Order into compliance, either party may terminate this Order on fifteen (15) days written notice to the other party. Contractor represents and warrants that neither it nor any affiliate of it has entered into any direct or indirect relationship with a third party for the purpose of providing services hereunder wherein such third party is directly or indirectly compensated or receives remuneration of any kind on the basis of the volume or value of referrals that it makes to UConn Health for "designated health services" as defined by 42 CFR § 411.351. Contractor shall indemnify, defend and hold harmless UConn Health, the State of Connecticut and their respective officers, directors, members, employees, and agents from and against any and all claims, liabilities, obligations, losses, judgments, fines, assessments, penalties, awards, statutory damages, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of Contractor's breach of the representation and warranty made herein. (b) UConn Health's Corporate Compliance Program includes policies and procedures mandated by the federal Deficit Reduction Act ("DRA") of 2005. In accordance with the DRA, any individual or entity that furnishes or authorizes the furnishing of Medicare/Medicaid healthcare items or services, or performs billing or coding functions on behalf of UConn Health, must comply with UConn Health's Corporate Compliance Program policies and procedures. UConn Health 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, and can be reviewed at <http://health.uconn.edu/policies/>.

EXECUTIVE ORDERS: This Order may be subject to the provisions of: 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; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services; Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of this Order as if they had been fully set forth in it. UConn Health shall provide a copy of these Executive Orders to contractor upon request.

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, UConn Health is entitled to receive a copy of records and files related to contractor'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 of Connecticut 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, contractor 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 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.

NON-DISCRIMINATION: UConn Health's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in Policy 2002-44, which can be reviewed at <http://health.uconn.edu/policies/>. UConn Health will not knowingly do business with any person or entity that discriminates against members of any class protected under federal law or under sections 4a-60 or 4a-60a of the Connecticut General Statutes, and contractor agrees that it will not discriminate in violation of federal or Connecticut law, as more specifically cited in this section. References in this section to "Contract" or "contract" shall mean this Order. (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 Conn. Gen. Stat. § 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, 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 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, 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 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 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 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.

PROTECTION OF CONFIDENTIAL INFORMATION: (a) HIPAA/HITECH Requirements. UConn Health complies 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"). UConn Health's policies regarding HIPAA are located at <http://health.uconn.edu/policies/>. If this Order results in contractor becoming a business associate (as that term is defined by HIPAA) of UConn Health, contractor will sign UConn Health's Business Associate Agreement. (b) Other Requirements. Contractor, at its own expense, has a duty to and shall protect any and all confidential information which they come to possess or control pursuant to this Order, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards. In performing services pursuant to this Order, Contractor shall comply with all applicable federal and state statutes and regulations, including, but not limited to the Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act ("FERPA") in the protection of all personally identifiable and other protected confidential information and non-directory student or patient data. UConn Health also requires that contractors have policies and procedures to prevent identity theft, and to report any "Red Flags" (as defined by Federal Trade Commission regulations) regarding identity theft to UConn Health promptly upon discovery.

AUDIT REQUIREMENTS: Contractor shall, upon request, provide UConn Health an annual financial audit acceptable to UConn Health for any expenditure of State of Connecticut or federal funds, which shall include management letters and audit recommendations. Contractor will comply with all applicable federal and state audit standards, which may require contractor to give contractor's records related to this Order (or access to such records) to the State Auditors of Public Accounts.

CONTRACTOR QUALIFICATIONS AND STATUS: Contractor represents that it is fully experienced and properly qualified to provide the goods and/or services, and it is, and will continue to be during the term of this Order, properly licensed, equipped, organized and financed, at its/their own expense. Upon request, contractor shall provide UConn Health with: (a) copies of any current licenses and registrations relevant to this Order, and (b) a completed Service Organization Control Report ("SOC") in the format requested by UConn Health.

CAMPAIGN CONTRIBUTION RESTRICTION: For all State contracts as defined in Conn. Gen. Stat. § 9-612 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 contractor 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" (Rev. 07/18) reprinted 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(f)(2) 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 LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may 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, 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. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

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

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

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

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

ASSIGNMENT: Neither this Order nor a party's performance under this Order may be assigned by either party without the express written consent of the other.

SURVIVAL: The rights and obligations of the parties which by their nature survive termination or completion of this Order, including, but not limited to, those relating to intellectual property, indemnification, hold harmless, audit and confidential information, shall remain in full force and effect.

SEVERABILITY: If any term or provision of this Order or its application is held to be invalid or unenforceable, the remainder of this Order shall be valid and enforced to the fullest extent possible by law.