1. 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 signifies contractor’s acceptance of these terms and conditions. Any terms or conditions proposed in contractor’s acceptance or in any acknowledgment, invoice, order form, or other writing provided to UConn Health or by contractor, and any variations or additions hereto are hereby rejected. Contractor agrees to perform all work with respect to the Order subject to the terms and conditions of this Order and the provisions of Connecticut General Statute § 4-67(a)(4) and is subject to the provisions of Executive Order No. 61dd, effective March 22, 2021. UConn Health reserves the right to amend this Order at any time, and Contractor agrees to accept any such amendments. Contractor acknowledges that any web addresses listed herein are subject to change, and no new web addresses will be provided to contractor upon request.

2. PAYMENT: Payments under this Order are exempt from Connecticut sales/use tax and certain federal excise taxes. UConn Health’s Tax ID Number is 52-1725543. Payment shall be made only after UConn Health receives and accepts the goods and/or services and a properly completed invoice. Subject to the foregoing, unless otherwise required by law, payments shall be made from receivables from recoveries under the “Grandfather” statute (Conn. Gen. Stat. § 4-67(a)) and are payable thirty (30) days from receipt. Payment in connection with this Order will be remitted only to the contractor named in the Order; payment will not be remitted to third parties.

3. REQUIRED FORMS: Contractor shall execute any applicable certifications, affidavits or other forms that are required in connection with this Order.

4. DELIVERY: Unless otherwise specified on this Order or in a signed agreement that controls this Order, the delivery terms are DAP UConn Health West Loading Dock, 263 Farmington Avenue, Farmington, CT (Intermodal, 10/17/2010), and contractor shall bear risk of loss and insurance until delivery. Time is of the essence in contractor’s performance of this Order.

5. WARRANTIES: Contractor does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability. Contractor warrants that any services that it performs will be completed in a professional and workmanlike manner, by qualified personnel, in accordance with industry standards.

6. EVALUATION OF GOODS/PERFORMANCE: Goods are subject to rejection or return if inferior to specifications or reasonable standard of quality. Goods/services shall meet or exceed all quality/performance specifications set forth by UConn Health. Contractors who are found incapable of meeting UConn Health’s evaluation criteria, or conduct evaluation 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.

7. INSURANCE: Contractor will carry sufficient insurance (liability and/or other) as applicable according to the nature of goods/services provided so as to “save harmless” UConn Health and the State of Connecticut from any insurable cause whatsoever, in at least the minimum amount required by applicable law. Contractor will provide certificates of such insurance to UConn Health upon request.

8. 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 delivery of either commodity or service. Neither UConn Health nor the State of Connecticut shall be required to indemnify or hold contractor or any third party harmless for any claim or loss related to this Order.

9. 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 have, arising under the antitrust laws of the United States (15 USC § 1, et seq.) or the State of Connecticut. (Conn. Gen. Stat. § 35-24, et seq.), including (without limitation) 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.

10. INTELLECTUAL PROPERTY: All data generated in connection with this Order shall be provided to UConn Health, unless otherwise required by law, in a proprietary format (such as ASCII, .TXT or XML) or other format mutually agreed to by the parties.

11. 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 or be unable to deliver the deliverables as required by this Order, Contractor shall immediately remove that individual from performance related to this Order without penalty to UConn Health.

12. PROPERTY INDEMNIFICATION: 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-performance is immediate without 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.

13. 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.

14. PUBLICITY: Contractor shall not make any press release or otherwise disclose any news relating in any manner to UConn Health’s name or logo without UConn Health’s prior written consent.

15. 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 conflict of laws principles.

16. CLAIMS AGAINST THE STATE: Contractor agrees that the sole and exclusive means for the presentation of any claim against UConn Health, the State of Connecticut, 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 that any state or federal court in which any legal proceedings in any state or federal court arising from this Order shall be brought may exclude, debar, suspend, or otherwise declare ineligible.

17. ON-PREMISES SERVICES: If this Order involves the presence of contractor personnel at any UConn Health location, such personnel shall comply with all rules applicable to their on-site presence, including (without limitation): prohibitions on drugs, alcohol, weapons, smoking, and conduct that is disruptive or endangers the safety or welfare of others; and requirements such as background checks, health screenings, immunizations, completion of certifications/attestations, and/or wearing an identification badge. Contractor shall be responsible for all costs associated with such compliance. If UConn Health determines that an individual is not in compliance with any applicable requirements, UConn Health may require contractor to immediately remove that individual from performance related to this Order without penalty to UConn Health.

18. 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 proposed for or any voluntary exclusion for violation of any federal or state law. If contractor is debarred, suspended, or otherwise declared ineligible 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(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

19. OSHA: Contractor represents and warrants that it complies with all applicable OSHA regulations, and that it has not had any violations or criminal convictions that would preclude UConn Health from entering into this Order pursuant to Connecticut General Statutes § 31-57b (Awarding of contracts to occupational safety and health law violators prohibited).

20. EXECUTIVE ORDERS: This Order is subject to the provisions of Executive Order No. 3 of Governor Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 16 of Governor Rowland, promulgated August 4, 1999, concerning violence, all of which are incorporated into and are made a part of the Order as if they had been fully set forth in it. This Order may be subject to Executive Order No. 14 of Governor Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it shall be deemed to be incorporated into and a part of the Order as if it had been fully set forth in it. UConn Health shall provide a copy of these Executive Orders to contractor upon request.

21. FREEDOM OF INFORMATION ACT/PUBLIC RECORDS: This Order is disclosable under the Connecticut Freedom of Information Act (FOIA) and will not be treated as confidential information. 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.

22. WHISTLEBLOWER: If an employee or officer appointing authority of a “large state contractor” (as defined by Conn. Gen. Stat. § 4-61d) takes or threatens to take any personnel action, or any action with respect to the contractor, by or on behalf of any legal process against the contractor, or (C) any agent or the individuals described in subsection (B), to (i) any public official or State or UConn Health employee who participates substantially in the preparation of bid solicitations or requests for proposals or the negotiation or award of contracts, or (ii) any public official or employee of any other State agency who has supervisory or appointing authority over UConn Health;

23. LARGE STATE CONTRACT REPRESENTATION FOR CONTRACTOR: Pursuant to Conn. Gen. Stat. § 4-252 and Executive Order No. 21-2 of Acting Governor Bysiewicz, promulgated July 1, 2021, contractor, and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents: (1) That no gifts were made by (A) Contractor or any of its employees or contractors, or (B) any agent of the contractor, or (C) any agent or any of the individuals described in subsection (B), to (i) any public official or State or UConn Health employee who participates substantially in the preparation of bid solicitations or requests for proposals or the negotiation or award of contracts, or (ii) any public official or employee of any other State agency who has supervisory or appointing authority over UConn Health;

24. LARGE STATE CONTRACT REPRESENTATION FOR UCONN HEALTH: Pursuant to Conn. Gen. Stat. § 4-252 and Executive Order No. 21-2, promulgated July 1, 2021 of Acting Governor Bysiewicz, the UConn Health employees responsible for issuing this Order represent that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
26. IRAN ENERGY INVESTMENT CERTIFICATION: (a) Pursuant to Conn. Gen. Stat. § 4-252, contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to Conn. Gen. Stat. § 4-252. A “good faith effort” for purposes of this subsection includes a determination that contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to section 27.9 of the Public Contract Code. Nothing in this subsection shall be construed to impair UConn Health’s ability to pursue a breach of contract action for any violation of the provisions of the Order.

27. CONSULTING AGREEMENTS REPRESENTATION: Pursuant to Conn. Gen. Stat. § 4a-81, contractor represents that it has not entered into any consulting agreements in connection with this Order, except for any such agreement that it has specifically notified UConn Health about in writing. “Consulting agreement” means any written or oral agreement to retain the services of a consultant for the purpose of conducting a review of the actions of the State or any agency thereof; or of any department, office, branch, commission, authority, official or employee for the purpose of solicitation, dispute resolution, requests for information, or (C) any other similar activity related to such contracts. “Consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract was entered into.

28. 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).

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

30. CONTRACTS: Contractor shall procure all goods and/or services necessary for the performance of the Order; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference to 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) 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 contractor further agrees to take affirmative action to assure that applicants and 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 contractor that such disability prevents performance of the work involved; (2) contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) contractor agrees to provide each labor union or representative of workers with which contractor has a collective bargaining agreement, consult with such labor union or workers’ representative of contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) contractor agrees to comply with each provision of this section and Conn. Gen. Stats. §§ 46a-68a and 46a-68h and with each regulation or order issued by said Commission; (5) contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of contractor as relate to the provisions of this section and Conn. Gen. Stats. §§ 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, 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.

31. REFERENCES TO “PERSON” OR “PERSONAL”: Unless otherwise shown, “person” means a person’s gender 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; “written or oral” means any means by which a person can be notified of a matter, including, but not limited to, mailing, telephoning, the media, employee meetings, and bulletin boards; “these regulations” shall include any regulations, rules, orders, and amendments thereto, including any regulations, rules, orders and amendments thereto adopted or amended from time to time 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 business or combination of two or more small businesses which are owned by one or more individuals: (1) who are members of one or more of the following groups 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 contractor further agrees to take affirmative action to assure that applicants and 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 contractor that such disability prevents performance of the work involved; (2) contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) contractor agrees to provide each labor union or representative of workers with which contractor has a collective bargaining agreement, consult with such labor union or workers’ representative of contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) contractor agrees to comply with each provision of this section and Conn. Gen. Stats. §§ 46a-68a and 46a-68h and with each regulation or order issued by said Commission; (5) contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of contractor as relate to the provisions of this section and Conn. Gen. Stats. §§ 46a-56.
33. CAMPAIGN CONTRIBUTION RESTRICTION: For all State contracts, defined in Conn. Gen. Stat. § 9-612 as 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 recipient of this Order represents that contractor has received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions (available on the SEEC website at https://seec.ct.gov/Portal/data/forms/ContiForms/seec_form_11_notice_only.pdf), and will inform its principals of the contents of the notice.

34. 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. 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.

35. ANTI-KICKBACK AND STARK LAW COMPLIANCE: The parties to this Order specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 USC § 1320a-7b) and related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 USC § 1395nn). 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.

36. PREVENTION OF FRAUD, WASTE AND ABUSE: Any contractor, subcontractor, agent or other person or entity who furnishes or authorizes the furnishing of health care items or services or performs billing or coding functions on behalf of UConn Health must comply with all applicable laws and regulations and adhere to relevant UConn Health policies and procedures, including UConn Health Policy 2018-02 Fraud, Waste and Abuse Prevention and Education in Healthcare.

37. CONFIDENTIAL INFORMATION: (a) Contractor, at its own expense, has a duty to and shall protect any and all confidential information which it comes 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. (b) 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 that it comes to possess as a result of this Order. (c) UConn Health also requires that contractors have policies and procedures to prevent identity theft, and to report any “Red Flags” (as defined by FTC regulations) regarding identity theft to UConn Health promptly upon discovery. (d) UConn Health and contractor will comply with 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).

38. 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.

39. 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.

40. 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.

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