Rev. 01/2024

**UNIVERSITY OF CONNECTICUT**

**CONTRACT/AMENDMENT SUBMISSION CHECKLIST**

Offices of the UConn General Counsel and Connecticut Attorney General

**TO:** Jeffrey Zeman, Assistant Attorney General

**FROM:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Assistant Attorney General

**REVIEWED BY:** Choose an item.**,** UConn Attorney

Choose an item., UConn Paralegal

**AGENCY NAME:** **UNIVERSITY OF CONNECTICUT**

**DATE:** Click to enter date submitted to AGO

**RE: CONTRACT APPROVAL REQUEST  If marked, please expedite**

**I have reviewed the attached contract and recommend it for your approval.**

**CONTRACTOR:** Enter Name of Contractor **AMENDMENT #:** Enter Am# **PSA #:** Enter PSA#

**MAXIMUM COST or VALUE: $** Enter Amount **TERM:** Start Date **to** End Date

**or**   **Effective Upon Date of Execution** and ***Ends*:** Enter # of yrs from execution

**UCONN SUBMISSION DATE:** Enter date sent to OGC **SERVICES:** Enter Brief Description of Services

**SUBMITTER:** Enter Name & Phone Number **SUBMITTER DEPARTMENT:** Enter Department Name

|  |
| --- |
| **MARK IF URGENT Explain Special Circumstances Relative to Urgency and/or Comments:**  *Click here to enter explanation/comments.*  Enter Name & Phone Number  **Name and Telephone Number of Requesting Dean/Dept. Head** (**required** for urgent contracts) |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | pg# | | **Contractor/Company name (and address)** is complete & consistent | | | |
|  | pg# | | **Term (Contract Period)** is clearly stated (including BOTH **start** and **end** dates) and consistent throughout contract. | | | |
|  | pg# | | **Termination Provision(s) for Cause**  **and Convenience**  **OR - Cancellation/Notice** section (on Personal Service Agreements) is complete. | | | |
|  | pg# | | **Description of Services** is complete; states **Who, What, When, Where and How** services are to be performed. | | | |
|  | pg# | | **Maximum Value of Contract for entire term** **(Expenditure OR Income)** and **Payment Schedule** is clearly stated. | | | |
|  |  | | **Business Terms:** Submitter confirms that the business terms, and all other terms, of the contract have been reviewed and approved by the Department and University Business Services (UBS). | | | |
|  | Yes or N/A | | **All Attachments** are referenced within the contract [i.e. Schedules, Exhibits, etc.]. | | | |
|  | Yes or N/A | | **Amendments -** copies of original contract and all prior amendments are attached *[****Note:*** *if amendment is not executed by both parties* ***prior to*** *the expiration of the existing contract, a new contract between the parties must be executed].* | | | |
|  |  | | **Paragraphs or sections and pages are consecutively numbered** (including exhibits) No bullets or spaces please. | | | |
|  | Yes or N/A | | **Revisions** made **after** execution have been initialed and dated by all party-signatories. | | | |
|  | N/A or pg# | | **AGO Approval Signatory Line Is Present “APPROVED AS TO FORM”** (Required only if value is $250,000 or more) | | | |
| REQUIRED STATE OF CONNECTICUT CONTRACT PROVISIONS | | | | | | |
|  | pg# | | **University’s Statutory Authority** to Contract is present (for example: C.G.S. §10a-104 and §10a-108, §§10a-109 (a-y), §4a-52a,  §10a-151b, §4b-21, §4b-38). | | | |
|  | pg# | | **Governors’ Executive Orders** *Current* provision is present. ***Check if Waived by Governor’s Office*** | | | |
|  | pg# | | **Governing Law provision** is present, making Connecticut law applicable without regard to its principles of conflicts of laws. | | | |
|  | pg# | | **Insurance provision** is present | | | |
|  | pg# | | **Claims Against the State** (Chapter 53 or §4-61) | | | |
|  | pg# | | **Indemnification provision** is present, obligating the contractor to indemnify and hold UCONN/State harmless. | | | |
|  | pg# | | **Nondiscrimination provision** is present (§4a-60 and §4a-60a) - ***Modified per §10a-151i***  **or N/A**  ***Check if Exempt/ Waived by CHRO*** | | | |
|  | pg# | | **State Business-Related Call Center and Customer Service Work provision** is present (§31-57aa) | | | |
|  | pg# | | **State Election Enforcement Commission** (**SEEC**) **Campaign Contribution Restriction,** (§9-612) (Contracts with value ≥ $50K or if value of all of contractor’s contracts ≥ $100K in calendar year) ***Check if Exempt***  **OPM ETHICS FORM 1** (**Campaign Contribution Certification**)**:** [**NOT REQUIRED** for grant or loan contracts OR contracts valued *less than* $50K in a calendar or fiscal year] **See** <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>  **N/A**  1.  First certification must be signed **on** or before the contract execution date. - **N/A**  2.  Updated Certification because of change of information contained in the most recently filed certification - **N/A** | | | |
|  | pg# | | **Large State Contract Representation for Contractor** (§4-252 and Executive Order #21-2) (large state contracts with value ≥ $50K) ***Check if Exempt*** | | | |
|  | pg# | | **Large State Contract Representation for official or employee of Agency** (§4-252 and Executive Order #21-2) (large state contracts with value ≥ $50K)  ***Check if Exempt*** | | | |
|  | pg# | | **Consulting Agreement Representation made under penalty of false statement** (§4a-81) (Contracts with value ≥ $50K)  ***Check if Exempt*** | | | |
|  | pg# | | **State Ethics Commission’s summary of ethics laws** (§1-101qq) (“large state construction or procurement contracts” with value  ≥ $500K) ***Check if Exempt*** | | | |
|  | pg# | | **Iran Energy Investment Certification** (§4-252a) (Contracts with value ≥ $500K)  ***Check if Exempt*** | | | |
|  | **IMPERMISSIBLE PROVISIONS**  **Submitter confirms and verifies that the contract (check all that apply):** | | | | | |
| |  |  | | --- | --- | | **Does not** Obligate UConn/State to indemnify or hold the contractor harmless (including provisions in which UConn agrees that the contractor will not be liable to third persons for damages arising out of the contract); | **Does not** waive or modify the implied warranties of fitness or merchantability or limit the contractor's liability; [If so, please attach University memo identifying and accepting provisions which contain the waiver, modification or limitation.];  **Memo Attached** | | **Does not** permit the filing of liens against the State/UConn; | **Does not** subject the State to binding arbitration; | | **Does not** refer parties to a non-State website with additional contract related terms and conditions; | **Has not** expired or terminated; and | | **Does not** subject the University to confidentiality or nondisclosure obligations which conflict with FOIA; | **Does not** submit UConn to the jurisdiction of another state. | | **\*FOR PRE-APPROVED FORM/TEMPLATE AGREEMENTS ONLY**  \***Has Not** been revised other than insertion of names, term, description of services, identification of persons providing services, and cost. | | | | | | | | |
| **SPECIAL CONTRACT PROVISIONS**  MAY BE REQUIRED UPON REVIEW BY OGC OR OAG | | | | | |
|  | | NA or pg# | | | **Whistleblower provision** – If Contract value is $5 million or more–per C.G.S. §4-61dd(e)–**only if a NON-public works contract** |
|  | | NA or pg# | | | **Audit provision** – **Only Required for State and Federal Grant-related contracts** |
|  | | NA or pg# | | | **FERPA [Family Educational Rights & Privacy Act]** **provision** – **for safeguarding student’s private records** |
|  | | NA or pg# | | | **HIPAA [Health Insurance Portability & Accountability Act] provision** – only if University or Contractor is a Business Associate |
|  | | NA or pg# | | | **Public Records provision** – Required If Contract value is $2.5 million or more **and** if Contractor performs governmental functions |
|  | | NA or pg# | | | **Provision for Programs Involving Minors Regarding Mandatory Reporting**– (C.G.S. §§ 17a-101 through 17a-103a) |
|  | | NA or pg# | | | **IT Provisions** are present (§§ 4d-31 through 4d-44) –  **N/A -** Contract not awarded under §10a-151b(a) **OR**  **N/A –** Contract does not meet the definition of information systems or telecommunication systems |
|  | | **CONTRACT EXECUTION AND SUPPLEMENTAL DOCUMENTATION** | | | |
| Select Date Signed | | | | **UNIVERSITY SIGNATORY**: Name/Title and Date of Duly-Authorized University signatory is present. See President’s Delegation of Signing Authority: <https://uconncontracts.uconn.edu/wp-content/uploads/sites/458/2023/03/2023-03-20-Storrs-and-Regional-Presidents-Delegation-of-Contract-Approval.pdf> | |
| Select Date Signed | | | | **CONTRACTOR SIGNATORY**: Name/Title and Date of Duly-Authorized Signatory is Present. | |