

**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: _____, UConn Attorney
 _____, UConn Paralegal

AGENCY NAME: UNIVERSITY OF CONNECTICUT

DATE: _____

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

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

CONTRACTOR: _____ **AMENDMENT #:** _____ **PSA #:** _____

MAXIMUM COST or VALUE: \$ _____ **TERM:** _____ to _____
 or **Effective Upon Date of Execution and Ends:** _____

UConn SUBMISSION DATE: _____ **SERVICES:** _____

SUBMITTER: _____ **SUBMITTER DEPARTMENT:** _____

MARK IF URGENT Explain Special Circumstances Relative to Urgency and/or Comments:
 Click here to enter explanation/comments.

 Name and Telephone Number of Requesting Dean/Dept. Head
 (required for urgent contracts)

1.		Contractor/Company name (and address) is complete & consistent
2.		Term (Contract Period) is clearly stated (including BOTH start and end dates) and consistent throughout contract.
3.		Termination Provision(s) for Cause <input type="checkbox"/> and Convenience <input type="checkbox"/> OR - Cancellation/Notice section (on Personal Service Agreements) is complete.
4.		Description of Services is complete; states Who, What, When, Where and How services are to be performed.
5.		Maximum Value of Contract for entire term (Expenditure OR Income) and Payment Schedule is clearly stated.
6.	<input type="checkbox"/>	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).
7.		All Attachments are referenced within the contract [i.e. Schedules, Exhibits, etc.].
8.		Amendments - copies of original contract and all prior amendments are attached [<i>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</i>].
9.	<input type="checkbox"/>	Paragraphs or sections and pages are consecutively numbered (including exhibits) No bullets or spaces please.
10.		Revisions made after execution have been initialed and dated by all party-signatories.
11.		AGO Approval Signatory Line Is Present "APPROVED AS TO FORM" (Required only if value is \$500,000 or more)

REQUIRED STATE OF CONNECTICUT CONTRACT PROVISIONS

12.		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).
13.		Governors' Executive Orders Current provision is present. Check if Waived by Governor's Office <input type="checkbox"/>
14.		Governing Law provision is present, making Connecticut law applicable without regard to its principles of conflicts of laws.
15.		Insurance provision is present
16.		Claims Against the State (Chapter 53 or §4-61)
17.		Indemnification provision is present, obligating the contractor to indemnify and hold UCONN/State harmless.
18.		Nondiscrimination provision is present (§4a-60 and §4a-60a) - Modified per §10a-151i <input type="checkbox"/> or N/A <input type="checkbox"/> Check if Exempt/ Waived by CHRO <input type="checkbox"/>
19.		State Business-Related Call Center and Customer Service Work provision is present (§31-57aa)

20.		<p>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) <i>Check if Exempt</i> <input type="checkbox"/></p> <p><input type="checkbox"/> 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 <input type="checkbox"/> N/A</p> <p>1. <input type="checkbox"/> First certification must be signed on or before the contract execution date. - N/A <input type="checkbox"/></p> <p>2. <input type="checkbox"/> Updated Certification because of change of information contained in the most recently filed certification - N/A <input type="checkbox"/></p>								
21.		<p>Large State Contract Representation for Contractor (§4-252 and Executive Order #21-2) (large state contracts with value ≥ \$50K) <i>Check if Exempt</i> <input type="checkbox"/></p>								
22.		<p>Large State Contract Representation for official or employee of Agency (§4-252 and Executive Order #21-2) (large state contracts with value ≥ \$50K) <i>Check if Exempt</i> <input type="checkbox"/></p>								
23.		<p>Consulting Agreement Representation made under penalty of false statement (§4a-81) (Contracts with value ≥ \$50K) <i>Check if Exempt</i> <input type="checkbox"/></p>								
24.		<p>State Ethics Commission's summary of ethics laws (§1-101qq) ("large state construction or procurement contracts" with value ≥ \$500K) <i>Check if Exempt</i> <input type="checkbox"/></p>								
25.		<p>Iran Energy Investment Certification (§4-252a) (Contracts with value ≥ \$500K) <i>Check if Exempt</i> <input type="checkbox"/></p>								
<p>IMPERMISSIBLE PROVISIONS Submitter confirms and verifies that the contract (check all that apply):</p>										
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> 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); </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> 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.]; <input type="checkbox"/> Memo Attached </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Does not permit the filing of liens against the State/UConn; </td> <td style="vertical-align: top;"> <input type="checkbox"/> Does not subject the State to <u>binding</u> arbitration; </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Does not refer parties to a non-State website with additional contract related terms and conditions; </td> <td style="vertical-align: top;"> <input type="checkbox"/> Has not expired or terminated; and </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Does not subject the University to confidentiality or nondisclosure obligations which conflict with FOIA; </td> <td style="vertical-align: top;"> <input type="checkbox"/> Does not submit UConn to the jurisdiction of another state. </td> </tr> </table> <p style="text-align: center;">*FOR PRE-APPROVED FORM/TEMPLATE AGREEMENTS ONLY</p> <input type="checkbox"/> *Has Not been revised other than insertion of names, term, description of services, identification of persons providing services, and cost.			<input type="checkbox"/> 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);	<input type="checkbox"/> 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.]; <input type="checkbox"/> Memo Attached	<input type="checkbox"/> Does not permit the filing of liens against the State/UConn;	<input type="checkbox"/> Does not subject the State to <u>binding</u> arbitration;	<input type="checkbox"/> Does not refer parties to a non-State website with additional contract related terms and conditions;	<input type="checkbox"/> Has not expired or terminated; and	<input type="checkbox"/> Does not subject the University to confidentiality or nondisclosure obligations which conflict with FOIA;	<input type="checkbox"/> Does not submit UConn to the jurisdiction of another state.
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<p>SPECIAL CONTRACT PROVISIONS MAY BE REQUIRED UPON REVIEW BY OGC OR OAG</p>										
27.		<p>Whistleblower provision – If Contract value is \$5 million or more—per C.G.S. §4-61dd(e)—only if a NON-public works contract</p>								
28.		<p>Audit provision – Only Required for State and Federal Grant-related <u>contracts</u></p>								
29.		<p>FERPA [Family Educational Rights & Privacy Act] provision – for safeguarding student's private records</p>								
30.		<p>HIPAA [Health Insurance Portability & Accountability Act] provision – only if University or Contractor is a Business Associate</p>								
31.		<p>Public Records provision – Required If Contract value is \$2.5 million or more <u>and</u> if Contractor performs governmental <u>functions</u></p>								
32.		<p>Provision for Programs Involving Minors Regarding Mandatory Reporting– (C.G.S. §§ 17a-101 through 17a-103a)</p>								
33.		<p>IT Provisions are present (§§ 4d-31 through 4d-44) – <input type="checkbox"/> N/A - Contract not awarded under §10a-151b(a) OR <input type="checkbox"/> N/A – Contract does not meet the definition of information systems or telecommunication systems</p>								
<p>CONTRACT EXECUTION AND SUPPLEMENTAL DOCUMENTATION</p>										
	<p>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</p>									
	<p>CONTRACTOR SIGNATORY: Name/Title and Date of Duly-Authorized Signatory is Present.</p>									