



**PURCHASING AGREEMENT  
FOR  
OVERNIGHT ROOMS, EVENT SPACE, AND CATERING SERVICES**

This Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between:

University of Connecticut  
Purchasing Department  
2 Discovery Drive, Unit 6076  
Storrs, CT 06269-6076

and

HT-Adriaen's Landing Hotel TRS, LLC  
dba Hartford Marriott Downtown Hotel  
200 Columbus Boulevard  
Hartford, CT 06103

(hereinafter the "University")

(hereinafter the "Contractor")

Kristin Allen  
Purchasing Agent  
860-486-0970

Robin McHill  
Director of Sales & Marketing  
860-760-2234

This Agreement shall govern any services provided by the Contractor during the term of this Agreement.

**SECTION 1**

- 1.1. **Term.** The term of this Contract shall commence on the date of the last signature below and end on December 31, 2024 (the "Term").
- 1.2. **Extensions.** The University may exercise such options by delivery of written notice to the Contractor or by written Amendment to this Contract in accordance with Section 21 hereof, as determined by the University in its discretion.
- 1.3. **On-Call Agreement.** The Contractor understands that it is entering into an "on-call" agreement with the University. At the request of the University and agreement by the Contractor, the Contractor will provide overnight rooms, event space, and catering services for the University ("Services"). The Contractor understands that its contract with the University for the Services is not exclusive and that it shall not proceed with any services under this Agreement until receipt of a fully executed Statement of Work in a form substantially like **Exhibit C**.
- 1.4. **Compensation:**
  - 1.4.1. The Contractor's compensation for the Services shall be as follows, or such lesser amount as may be agreed to by the parties in a Statement of Work ("SOW"):
    - 1.4.1.1. For any **Venue** provided by the Contractor, the Contractor's compensation shall be as provided in **Exhibit B**.
    - 1.4.1.2. For any **Catering** provided by the Contractor, the Contractor's compensation shall be based upon the prices on the Contractor's published catering menu.
    - 1.4.1.3. For any **Lodging** provided by the Contractor, the Contractor's compensation shall be as provided on **Exhibit B**.
  - 1.4.2. **Payment.** For Services rendered, the University will pay the Contractor pursuant to and in accordance with the relevant SOW attached hereto as **Exhibit C**.
  - 1.4.3. **Invoices:** When University is not using a credit card, Contractor shall submit invoices for payment in the form required by the University, and such invoices shall reference the correct purchase order for the Services. The Contractor

shall submit such invoices upon completion of the Services, and the University shall pay such invoices within thirty (30) days after receipt.

1.4.4. **Withholding Payment:** If the University believes the Contractor has not performed the agreed-upon services according to this Agreement, the University may withhold payment in whole or in part pending resolution of the performance issue, provided the University notifies the Contractor in writing of its intent to do so.

1.4.5 **The maximum amount payable pursuant to this Agreement is \$499,999.00.**

- 1.5. **Notice.** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered, or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University:           University of Connecticut  
Department of Procurement Services  
3 Discovery Drive, U-6076  
Storrs, CT 06269  
Attention: Kristin Allen

If to the Contractor:           **HT-Adriaen's Landing Hotel TRS, LLC**  
**dba Hartford Marriott Downtown Hotel**  
Director of Sales 200 Columbus Boulevard  
Hartford, CT 06103  
Attention: Robin McHill  
860-760-2234

Any party may change its notice information by giving written notice in accordance with this Section.

- 1.6. **Non-Exclusivity.** This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with other parties for similar transactions.
- 1.7. **Confidentiality.** Contractor agrees to adhere to and comply with the requirements of the University's Confidentiality Agreement attached hereto as **Exhibit D**.
- 1.8. **State of Connecticut Terms and Conditions.** This Agreement is subject to the State of Connecticut terms and conditions attached hereto as **Exhibit A** and made a part hereof.

## **SECTION 2 - SPECIFIC TERMS AND CONDITIONS APPLICABLE TO ANY PROGRAM INVOLVING MINORS:**

- 2.1. Connecticut General Statutes Sections 17a-101 through 17a-103a, inclusive, currently set forth Connecticut's mandatory reporting laws concerning known or suspected abuse or neglect of a minor.
- a. Contractor is aware of its reporting obligations pursuant to Sections 17a-101 through 17a-103a, as may be amended from time to time, and will ensure that all of its employees or volunteers who will supervise or otherwise come into contact with minor attendees are fully aware of and have been sufficiently trained to comply with said reporting obligations.
- b. Contractor's failure (including the failure of any of Contractor's employees or volunteers) to comply with Section 2.1 A. herein may, without limitation, result in immediate termination of this Agreement. In addition, Contractor may be disqualified from entering into further contracts with the University of Connecticut.

## **SECTION 3 - ADDITIONAL TERMS AND CONDITIONS**

- 3.1. **CONTRACTOR ASSURANCES** The Contractor warrants that it will immediately remove any employee, independent contractor or agent performing services under this Agreement if it becomes known to the Contractor that such person

may be a danger to the health or safety of University, or at the request of the University based on a concern of individual safety.

- 3.2. **Force Majeure.** If the performance of obligations under the Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the party required to perform such obligation ("Force Majeure Events"), then each party's obligations to the other under the Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations immediately after the removal of the cause.
- 3.3 **Authority to Execute.** The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed, and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.
- 3.4 **Entire Agreement and Amendment.** This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The parties agree that they have specifically negotiated the terms of this Agreement and that the provisions of this Agreement shall govern and control over any inconsistent provision set forth in any terms of use, terms of service, terms, and conditions, click-through or shrinkwrap provisions, even if accepted by a University end user, absent specific written agreement of the parties to the contrary. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding, and its duly authorized representative has signed this agreement after having carefully read and understood the same. This Agreement or Amendment (as the case may be) may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the following parties:

**UNIVERSITY OF CONNECTICUT**

DocuSigned by:  
By: Joseph M. Thompson  
F81C1F16DB4448C...  
Name: Joseph M. Thompson  
Title: AVP UBS Chief Procurement Officer  
Date: 2/16/2024

**HT-Adriaen's Landing Hotel TRS, LLC  
dba Hartford Marriott Downtown Hotel**

DocuSigned by:  
By: Robin McHill  
0EEB0D6D0D834AE...  
Name: Robin McHill  
Title: Director of Sales  
Date: 2/16/2024

**Exhibits**

Exhibit A – State of Connecticut Terms and Conditions  
Exhibit B – Rates and Prices  
Exhibit C – Statement of Work Template  
Exhibit D – Confidentiality

## EXHIBIT A

### STATE OF CONNECTICUT REQUIRED TERMS

References herein to "University" shall mean the University of Connecticut (including UConn Health and all regional campuses) and references to "Contractor" shall mean the entity with whom University is contracting. References herein to "Contract" shall mean the agreement between University and Contractor (including any applicable University Purchase Order) to which these terms ("T&Cs") are incorporated and made a part thereof.

1. **Statutory Authority.** Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5), 10a-151a, and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.
2. **Claims.** Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or University arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
3. **Insurance.** The Contractor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.
  - a. Commercial General Liability
    1. Each Occurrence \$1,000,000
    2. Products/Completed Operations \$1,000,000
    3. Personal and Advertising Injury \$1,000,000
    4. General Aggregate \$2,000,000
    5. Fire Legal Liability \$ 100,000

Umbrella Liability – Each Occurrence \$1,000,000
  - b. Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$2,000,000 /occurrence annually. Coverage shall be sufficiently broad to respond to the duties and obligations in this agreement and shall include, but not be limited to, network security and privacy, release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
  - c. Workers' Compensation and Employer's Liability: As required under state law.
  - d. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Agreement. Certificates thereof shall be delivered to the University prior to the commencement of this Agreement and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University. All certificates delivered to the University shall contain a provision that the company writing said policy will give to University at least twenty (20) days' notice in writing in advance of any material change, cancellation, termination or lapse of the Effective

Date of any reduction in the amounts of insurance below the requirements of the Agreement. Policies shall waive the right of recovery against the University and shall be primary.

4. **Indemnification.** The Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.
5. **Sovereign Immunity.** Contractor acknowledges and agrees that nothing in the Agreement, or any solicitation leading up to the Agreement, shall be construed as a modification, compromise or waiver by the University or State of Connecticut of any rights or defense of any immunities provided by federal law or the laws of the State of Connecticut to the University or State of Connecticut or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section in the Agreement, this section shall govern.
6. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
7. **Termination for Cause.** The University may terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
  - a. If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
  - b. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement at that time by written notice of such termination.
  - c. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.
  - d. The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
  - e. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
8. **Termination for Budgetary Constraints.** University may terminate this Agreement, effective upon Contractor's receipt of written notice, due to insufficient budgetary allotment. University may terminate this Agreement if sufficient funds are not provided or allotted in future budgets of University to permit University, in the exercise of its reasonable administrative discretion, to continue this Agreement.
9. **Force Majeure.** If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement. This section does not excuse the Contractor's obligation to take reasonable steps to follow its normal disaster recovery procedures.
10. **Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University.
11. **Use of University Marks.** Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University's Office of Strategic Partnership. "University mark" is herein defined as all registered marks to the University's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply with the University's trademark licensing program concerning any use or proposed use by Contractor of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the

proposed use of the University mark, together with a sample or specimen of the intended use, to the University's Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.

12. **Nondiscrimination.**

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, agency, 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 of 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 ensure 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 of 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 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.

i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract

will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:



13. **Executive Orders.**

- a. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the University's authority to require compliance with the Enactments.
- b. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- c. This Agreement may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If applicable, Executive Order No. 14 is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

14. **Campaign Contribution Restrictions.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes 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 authorized signatory to this Agreement represents that they have received 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.

15. **Large State Contract Representation for Contractor.**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

16. **Large State Contract Representation for Official or Employee of State Agency.**



Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents 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.

17. **Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Agreement on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below or in an attachment to this Agreement. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, 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 Agreement is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

N/A		
Consultant's Name and Title		Name of Firm (if applicable)
Start Date	End Date	Cost
The basic terms of the consulting agreement are: _____		
Description of Services Provided: _____		
Is the consultant a former State employee or former public official? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If YES: _____		_____
Name of Former State Agency		Termination Date of Employment

18. **Iran Energy Investment Certification.**
- a. Pursuant to section 4-252a of the Connecticut General Statutes, the 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 the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Agreement or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the 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 Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.
19. **Summary of Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all

subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

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## **EXHIBIT B**

### **RATES AND PRICING**

#### **Overnight Lodging/Guestroom Rates:**

Single/Double Room	\$229.00 per room per night
King Room/Double (2 Double Beds) Room	\$229.00 per room per night

#### **Event Room Rates:**

Event room rates are subject to a 22% service charge.

Conference Room 4- 25 ppl max Conference Room 5-30 ppl max Conference Room 7-40 ppl max	\$500.00 per room, per event.
Capital 1, 2 or 3- each 55ppl max Two of these rooms can be combined for 100 ppl max	\$700.00 per room, per event. \$1,400.00 for two sections combined, per event.
Capital Ballroom- up to 200 ppl max	\$2,100.00 per room, per event.
Marriott Rooms A, B, C, D and E- each 70ppl max	\$850.00 per room, per event.
Marriott Ballroom- up to 600 ppl max	\$1,500.00 for 1/3 of Marriott Ballroom per event. \$3,000.00 for 2/3 of Marriott Ballroom per event. \$5,000.00 for full Marriott Ballroom per event.

**EXHIBIT C**  
**STATEMENT OF WORK**

Pursuant to the Purchasing Agreement by and between the University of Connecticut (the "University") and the HT-Adriaen's Landing Hotel TRS, LLC dba Hartford Marriott Downtown (the "Contractor") dated February 16, 2024 (the "Agreement"), the University and the Contractor agree that the Contractor will provide the following services identified below (the "Services").

1. **Name of Event:**
2. **Event Dates:**
3. **Description of Services:** Contractor will provide the following services.

- a. Overnight Rooms and rates and dates

List of Individual Date(s) is below.	Rate of Overnight Rooms	Type of Room

- b. Event Space and Catering

Date of event	Time of Event	Type of Event	Room	Setup	Number of People	Rental Fee

- c. Service Charge for Catering Only: A service charge (the "Service Charge"), currently \_\_\_\_%, will be applied to the subtotal of all charges related to the Event (i.e., food and beverage, audio visual, room rental, rentals, etc.), and will be subject to all applicable state and/or local tax.
4. The Hartford Marriott Downtown can receive or ship packages for your meeting. Handling fees are based on package count and weight. The first 10 packages, standard size, weight not to exceed 20 lbs, received for your event are handled complimentary. Additional packages of standard size and weight are received at a charge of \$5.00 per package. Pallets may be received with advance notice at a charge of \$150.00 per pallet.
    - a. Packages should be shipped no earlier than 3 days prior to your event. A daily storage fee of \$5.00 per package will apply to any days beyond 3.
    - b. It is important to coordinate all details with your Event Manager. Shipping labels should be completed as follows:

Hartford Marriott Downtown  
200 Columbus Blvd.  
Hartford, CT 06103  
For: (Name and Date of your Meeting)  
Guest Contact: (Your name of onsite contact name)  
Attn: Event Manager, (Name of your Event Manager)
    - c. Please note the Hartford Marriott Downtown is not responsible for lost package content.
    - d. Shipping may also be pre-arranged with your shipping vendor and left to be picked up at the Hotel following your meeting.
    - e. Please provide all relevant information to your Event Manager as to vendor and anticipated pick-up date.

5. **Audio Visual Services.** Groups are allowed to bring in their own equipment or to utilize outside vendors for audio-visual services, however, Encore Global is the only authorized and exclusive contractor for rigging, lighting, power supply and high-speed internet access at the Hartford Marriott Downtown. To ensure availability of equipment, all orders must be received seven (7) days prior to each function. Encore Global will provide pricing at the time the equipment needs are submitted. Encore Global is a third-party contractor to the Marriott Hartford Downtown. All pricing and contractual arrangements will be made directly with Encore Global. Billing for Encore Global may be processed through The Marriott

Hartford Downtown. Should a company other than Encore Global be chosen for audio visual needs, Encore Global must be on site to oversee set up and breakdown of the items. Encore Global will charge a fee for this service.

5. **Summary of Revenue Chart for Overnight Lodging and/or Catering**

Summary of Revenue Anticipated by Hotel from the Event	
F&B Minimum	\$
Room Night Commitment	\$
A/V Rental	\$
Event Space Rental	\$
Total Anticipated Event Revenue**	\$
**This figure does not include administrative charges, service charge if applicable, taxes, or fees for services by any authorized outside vendors.	

6. **Cancellation** – University agrees to pay Hotel cancellation fees in the pattern set forth below.

Cancellation Date	Percent of Total Revenue Owed	Cancellation Fees
181 + days in advance of arrival date		
91-180 days in advance of arrival date	30%	\$
31-90 days in advance of arrival date	40%	\$
0-30 days or less in advance of arrival date	50%	\$

7. **Attrition** – University agrees to pay Hotel attrition fees as described below.

a. **For Overnight Lodging**

Hotel agrees to allow for a twenty percent (20%) reduction in the total Room Night Commitment. The difference of actual room nights vs. contracted room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to University of Connecticut's Master Account, plus applicable taxes, at the conclusion of the Event.

b. **For Catering**

Hotel agrees to allow for a twenty percent (20%) reduction in the total Minimum Banquet Food and Beverage Revenue ("F&B Minimum"). If Group's actual usage (the "Actual Usage") slips below eighty percent (80%) of the F&B Minimum, Group agrees to pay, as attrition fee and not as a penalty, the difference between eighty percent (80%) of the F&B Minimum and the actual food and beverage revenue.

18. **Check-In/Check-Out Policy:** Check-in time is 4:00 PM (local time) and check-out time is 11:00 AM (local time). Hotel will make every commercially reasonable effort to accommodate those Guests arriving prior to check-in time based upon Hotel's then current availability. Special arrangements can be made to guarantee early check-in or late check-out prior to Group's (or any of its attendees' or Guests') arrival at a half day rate based upon Hotel's then current availability.

9. **Parking:** Parking is located in the garage attached to the Hotel and Connecticut Convention Center. The parking garage is not owned or operated by the Hotel. As such, pricing is subject to change without notice. The current discounted rates for 2024 are \$19.00 for self-parking per night and \$25.00 for valet per night. Hourly Rates: Self-Parking- \$3.00 first hour, \$2.00 each additional hour. Valet- \$5.00 first hour, \$2.00 each additional hour. Bus Parking is also available at \$36.00 per bus per night. Should your organization wish to pay for parking, Propark handles processes and payment directly. Our contact is Zain Awan, Zain.Awan@Propark.com or 860-728-2598

The terms and conditions of the Agreement by and between the contractor and the University are incorporated into this statement of work as if fully set forth herein. In the event of any conflict between the terms of this statement of work and terms of the Agreement, the terms of the purchasing agreement will control.

**UNIVERSITY OF CONNECTICUT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**HT-Adriaen's Landing Hotel TRS, LLC  
dba Hartford Marriott Downtown Hotel**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT D**

### **CONFIDENTIALITY SPECIFICATIONS**

These specifications serve to document agreed upon requirements regarding the duty to safeguard Data and Intellectual Property that is or may become available to Contractor while providing services to and/or on behalf of the University.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **STUDENT DATA.** While performing work for or on behalf of the University, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Contract to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Contract.

Contractor shall implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University. These measures shall be extended by contract between Contractor to all subcontractors used by Contractor who may encounter University data.

In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. **PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA.**
  - a. Confidential Data. The data available to Contractor while providing technical support to or on behalf of the University shall be considered Confidential Information, unless the University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by, Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.
  - b. Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Contract or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Contract.

- c. In the event any person(s) seek to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.
- d. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

3. **BREACH OF CONFIDENTIALITY.**

The parties agree that any breach of the confidentiality obligations set forth in this Contract may result in cancellation of this Contract and/or the ability of Contractor to perform work for or on behalf of the University.

For purposes of this Contract, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Contractor agrees to the following:

- a. Contractor shall immediately, but no more than twenty-four (24) hours, notify University in the event Contractor has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and Contractor shall immediately take such measures as are reasonably necessary, or requested by University, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").
- b. To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor or its subcontractors or employees, or from Contractor's failure to comply with the terms of this Contract, Contractor shall (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) 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 such Unauthorized Access.

4. **NOTIFICATION.** For notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax, and also in writing:

- a. Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, 25 Gampel Service Drive, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744; security@uconn.edu
- b. Privacy Officer, Office of University Compliance, University of Connecticut, 28 Professional Park Road, U5084, Storrs, CT 06268, Phone: (860) 486-4805 Fax: (860) 486-4527; privacy@uconn.edu

5. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Contract, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.

6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide, or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or



access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents, or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place and agree to abide by such precautions.

7. **IDENTITY THEFT PREVENTION.** To combat identity theft, the University maintains a comprehensive Identity Theft Prevention Program with a goal of protecting the personal information of students, employees, affiliates and customers. While performing its duties under this Contract and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates, and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the University. It is the University's expectation that Contractor will assist the University in its identity theft prevention efforts under the University's Identity Theft Prevention Program. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:
- Privacy Officer, Office of University Compliance, University of Connecticut, 28 Professional Park Road, Unit 5084, Storrs, CT 06268, Phone: (860) 486-4805 Fax: (860) 486-4527