Board of Regents for Higher Education

Request for Proposal (RFP) BOR-1601

Grant Development Services

Proposal Due date: Friday, September 11, 2015, by 2:00 PM EST

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I. STATEMENT OF OBJECTIVES

Connecticut’s Board of Regents for Higher Education (“BOR” or “Board”) on behalf of the Connecticut State Colleges and Universities (“CSCU”), which comprises the Connecticut State University System, the Community Technical Colleges, and Charter Oak State College, is seeking proposals for as-needed grant development services. The contractor(s) selected shall write grant proposals for competitive grants for federal, state or foundations and/or other grant-making organizations, as further described in Section III below.

II. BACKGROUND

In 2011, Public Acts 11-48 and 11-61 instituted consolidated governance of Connecticut higher education, creating the Connecticut State College and University (CSCU) system. The Board of Regents for Higher Education serves as the governing body for CSCU, which comprises the regional community-technical college system, the Connecticut State University System and Charter Oak State College pursuant to Subsection (a) of Section 211 of PA 11-48. On January 1, 2012, the Board of Regents is also authorized to act, as necessary, as the Board of Trustees for the Community-Technical Colleges, the Board of Trustees for the Connecticut State University System and the Board for State Academic Awards (which is the Board for Charter Oak State College) pursuant to sections 10a-71, 10a-88 and 10a-143 of the Connecticut General Statutes, as amended. The specific powers and duties of the Board are prescribed in Title 10a of the Connecticut General Statutes and are further delineated in policies adopted by the Board from time to time.

Connecticut State Colleges and Universities. The Connecticut State Colleges and Universities maintain distinct mission statements to serve their constituents while collectively working to achieve a system-wide vision and mission. Together, the colleges and universities currently employ approximately 11,400 full- and part-time staff (including student workers), and provide services and instruction to approximately 92,000 students (55,000 full-time enrolled equivalent), alumni, and community affiliates. The CSCU institutions are located throughout the State of Connecticut:

- BOR System Office Hartford
- Asnuntuck Community College Enfield
- Capital Community College Hartford
- Central Connecticut State University New Britain
- Charter Oak State College New Britain
- Eastern Connecticut State University Willimantic
- Gateway Community College New Haven
- Housatonic Community College Bridgeport
- Manchester Community College Manchester
- Middlesex Community College Middletown
- Naugatuck Valley Community College Waterbury
- Northwestern CT Community College Winsted
- Norwalk Community College Norwalk
- Quinebaug Valley Community College Danielson
- Southern Connecticut State University New Haven
- Three Rivers Community College Norwich
- Tunxis Community College Farmington
- Western Connecticut State University Danbury

For additional information, please visit our website: www.ct.edu
III. SERVICES REQUIRED

The selected proposer(s) shall write grant proposals for competitive grants including federal government grants, competitions from foundations and corporations, local and state government/or other grant-making organizations.

The Contractor(s) selected may be asked to develop grant application(s) on behalf of the CSCU System (CSCU or State), to secure funding through opportunities as listed above. The key objective is to build capacity to meet workforce needs in Connecticut through the CSCU System in identified areas of workforce need and funding for capacity building, research activities, student success initiatives, community outreach, or service programs.

A final grant proposal may include but are not limited to the following:
1. program planning and budgeting;
2. development of a program delivery model;
3. bridging of credit and non-credit offerings;
4. innovative approaches to providing student educational and support services;
5. blending of traditional and technological instructional methodologies;
6. advancement of the interests and building the capacity of the CSCU in preparing underrepresented populations with the appropriate educational credentials and skill levels for career entry or advancement in high growth, high wage fields of employment.

IV. FORMAT OF PROPOSALS:

The proposal must be submitted in the format outlined below:

1. The proposal must be signed by an authorized official, and must provide the following information:
   a. The name and location of the bidding company;
   b. The name, title, telephone number, and e-mail address of the appropriate person to contact concerning the proposal;
   c. The location of the office that will be serving the BOR;
   d. The number of years the proposing company has been in business under this name;
   e. If the company is a subsidiary of another corporation, the name of the parent company;
   f. Financial rating of the company, or other indicator of financial strength and stability.

2. The proposal package must include:
   a. Fully completed Contract Proposal form (Attachment A);
   b. Fully completed OPM Ethics forms (Attachments B, C, D and E);
   c. Fully completed Nondiscrimination Certification (Attachment F);
   d. Fully completed Commission on Human Rights and Opportunities form (Attachment G).

3. Proposal must conform to all instructions and conditions outlined in this RFP.

4. A complete and accurate description of the various levels of proposed services to be rendered, including a detailed cost proposal for all services. Fee schedules should include hourly rates for various levels of professional staff. Proposed fees shall be inclusive of travel and all other expenses.
Note: The System is exempt from payment of excise, transportation, and sales taxes imposed by the federal government and/or the state. Such taxes must not be included in the costs.

5. Provide a description of your previous experience in working with the CSCU System or its institutions, if any, and previous experience in working with Federal and State of Connecticut Workforce Development systems or Institutions of Higher Education.

6. Background and qualifications of the firm’s senior staff and other staff that may be assigned to the BOR contract if your firm is the awarded vendor.

7. Demonstration of your firm’s experience with and their ability to:
   a. establish a working relationship with lead agency personnel and partner organizations;
   b. schedule, convene and record meetings;
   c. identify data and present any and all information related to educational needs and workforce development opportunities;
   d. gather required data and information
   e. identify programs and partnerships with potential for expansion;
   f. identify potential target industry partners and key state leaders in workforce development;
   g. define workforce needs and training strategies in partnership with employers;
   h. strengthen partner relationships;
   i. identify leveraged resources to support grant application;
   j. gather and present data in support of the grant application;
   k. identify obstacles and strategies to mitigate them;
   l. advise on grant application requirements, logic model and outcome measures;
   m. produce drafts, coordinate review and revisions for final submission;
   n. draft and finalize project budget and provide advice on related OMB, and WIOA and other federal regulations (regarding administrative costs, equipment permissions, etc.);
   o. make a timely electronic or paper submission, as required, to using grant submission websites for other federal grants or competitions from foundations and/or grant-making organizations with both electronic and paper copies to CSCU and fiscal agent.
   p. identify funding for research activities, community outreach, or service programs.

8. The proposal package must include a minimum of three (3) recent references for which the proposer has provided similar services to those included in this proposal. Please provide the name of the firm, contact name, title, telephone number and e-mail address.

9. BIDDERS MUST CERTIFY THAT THEIR BID WILL REMAIN VALID FOR A PERIOD OF 120 DAYS FROM THE DUE DATE OF THE BID.

V. EVALUATION OF PROPOSALS

Each proposal will be evaluated by a screening committee against the following criteria, to determine which vendor is most capable of implementing CSCU’s requirements.

1. Previous experience in working with the CSCU System;
2. Previous experience in working with Federal and State of Connecticut Workforce Development systems;
3. Expertise in strategic research and planning;
4. Expertise in proposal writing and budget development;
5. History of success with major grant initiatives;
6. Cost;
7. References;
8. Ability to fully comply with State of Connecticut contracting requirements including, but not limited to, contract terms and conditions, ethics affidavits, and nondiscrimination certification.

Proposers that are chosen for an award resulting from this RFP must be willing to enter into a contract with the BOR under the terms and conditions appearing in Attachment H, without exception, as well as modifications and additions the BOR deems necessary prior to execution.

VI. TIME FRAMES:

The proposal process will be governed by the following time lines:

1. All questions and requests for clarification must be in writing and submitted by Friday August 21, 2015, no later than 2:00 P.M. E.S.T. to Sharon Kromas (skromas@commnet.edu) copy to Jane Williams (jwilliams@commnet.edu). Include the RFP number and title in the subject line. Questions will be answered as an addendum to this RFP only. No verbal questions will be accepted or answered.

Questions, with answers, will be posted on the Board of Regents for Higher Education website, www.ct.edu/about/rfp on or before August 31, 2015. It is the responsibility of the proposers to visit the website to retrieve the questions and answers. Proposers should visit this website frequently prior to the due date for possible addenda in addition to questions and answers.

One clearly marked original and four (4) copies of the proposal, along with a CD / DVD or USB flash drive containing the proposal must be submitted in a sealed envelope or package, labeled as follows:

Grant Development Services
RFP BOR-1601
Bid due date and time: September 11, 2015 by 2:00 P.M, E.S.T.

NOTE: The outermost packaging must include this label in addition to any inner envelopes.

Proposals must be received by the Board of Regents for Higher Education, System Office Finance Department by Friday, September 11, 2015 no later than 2:00 P.M., E.S.T.

Send all proposals to:

Board of Regents for Higher Education
Attention: Sharon Kromas
Finance Department
39 Woodland Street, 2nd floor
Hartford, CT 06105

Late, E-Mailed or faxed proposals are not acceptable and will be rejected. The BOR is not responsible for delivery delays or errors by any type of delivery carrier.

2. A public bid opening will take place on September 11, 2015 at 2:30 P.M., E.S.T. at the office of the Board of Regents for Higher Education, 39 Woodland Street, Hartford, CT 06105. Attendance at this bid opening is not mandatory. There shall be no discussion of any proposal submitted.
3. Meetings with Proposers. At its discretion, the BOR may convene meetings with proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the BOR determines that such meetings are warranted, the BOR will contact proposers to make an appointment. The RFP Selection Committee may, at its option, elect to “short-list” the number of proposers brought in for meetings based on the evaluation criteria included in this RFP. Please note that any costs incurred to meet the requirements of this RFP are to be borne by the proposer.

VII. CONDITIONS

A. The Board of Regents for Higher Education reserves the right to make an award in whole or in part, and to contract with one or more proposers for services.

B. Any contract awarded as a result of this RFP shall be in full compliance with the statutes and regulations of the State of Connecticut and include the Contract Provisions required by the State. Any portion of the contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be in compliance.

C. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

D. Proposals are binding commitments and may be incorporated into any contract awarded.

E. As part of the evaluation process, the BOR may require presentations from the highest ranked proposers. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation.

F. The successful bidder shall comply with all applicable Board of Regents for Higher Education Policies including the Ethical Conduct Policy, which may be found by visiting: www.ct.edu/hr/policies. The successful bidder shall also comply with all federal and state statutes and regulations including, but not limited to, Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act (“FERPA”) in the protection of all data.

G. All proposals submitted in response to this RFP become the property of the State of Connecticut, and are subject to the provisions of section 1-210 of the Connecticut General Statutes (Freedom of Information). See Section X below.

H. Any and all prices quoted in a proposal shall be valid for a minimum period of 120 days from the due date of the Proposal.

I. Any oral agreement between any agency or employee and a bidder shall be superseded by the written agreement.

J. The BOR reserves the right to:
   1. amend or cancel this RFP;
   2. award in part; reject any and all proposals, in whole or in part;
   3. contract with one or more proposers for services;
   4. correct any and all inaccuracies due to clerical error in any contract awarded.

K. Proposer warrants that:
   1. proposer did not participate in the RFP development process;
   2. proposer had no knowledge of the contents of this RFP prior to its issuance;
   3. no employee of the proposer participated, in any way, in the preparation of this RFP;
   4. proposal was not made in connection with any competing vendor submitting a separate response to this RFP;
   5. proposal is submitted without collusion or fraud of any kind.

L. Proposer shall bear any and all cost incurred in responding to this RFP.
M. Any subsequent contract(s) arising from this RFP may be extended to other constituent units of higher education. The use of this award is voluntary and is contingent upon acceptance by the contractor.

N. Any contract awarded is subject to contract compliance requirements mandated by Section 4a-60, 4a-60a, and 46a-68j of the Connecticut General Statutes. The BOR may require the Contractor to supply the following data to comply with State requirements:
   a. The Contractor’s success in implementing an affirmative action plan;
   b. The Contractors promise to develop and implement a successful affirmative action plan;

O. Any contract awarded shall be subject to Executive Orders of the Governor, State of Connecticut:
   1. Executive Order No. 3 regarding nondiscrimination promulgated June 16, 1971, and to the guidelines and rules of the State Labor Commissioner implementing said Executive Order;
   2. Executive Order No. 17, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service;
   3. Executive Order No. 16, promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy; and

Said Executive Orders are incorporated herein and made a part of this RFP, as though fully set forth herein.

P. For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1 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 expressly acknowledges receipt of the State Election 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. See Attachment H, Section -15.

VIII. INSURANCE

A Certificate of Insurance (“Certificate”), certifying that the vendor carries Commercial General Liability insurance. An original Certificate shall be submitted to the System prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of $1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker’s Compensation and Employer’s Liability is required and must meet statutory coverage requirements prescribed by the Worker’s Compensation statutes of the State of Connecticut. The Employer’s Liability coverage must provide minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the System and the State of Connecticut. The vendor shall assume liability for any and all deductibles in any and all insurance policies. Vendor warrants that he/she will maintain in force all insurance coverage cited in this section while providing services to the System.

IX FREEDOM OF INFORMATION

The Board of Regents for Higher Education is a public entity and its records including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(24). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. Conn. Gen. Stat. §1-210(b)(5). However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential
in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Firms should not require that their entire proposal, note the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. The Board of Regents has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Board of Regents have any liability for the disclosure of any documents or information in its possession which the Board of Regents believes are required to be disclosed pursuant to FOIA or other requirements of law.
### Contract Proposal

**RFP NUMBER**  
BOR-1601

**DATE OF OPENING**  
September 11, 2015

**TIME OF OPENING**  
2:30 P.M. E.S.T.

**AMOUNT OF SURETY (if required)**  
- None -

**DATE ISSUED**  
August 7, 2015

**CONTACT:**  
Sharon Kromas

**E-MAIL:**  
skromas@commnet.edu

**COMMODITY CLASS/SUBCLASS AND DESCRIPTION**  
PRE-BID SITE VISIT:

**BOARD OF REGENTS FOR HIGHER EDUCATION**

**REQUEST FOR PROPOSAL**

Pursuant to the provisions of Sections 10a-151b and 4-217 of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED by the Finance Department of the Board of Regents for Higher Education, for furnishing the services herein listed.

**AFFIRMATION OF PROPOSER**

The undersigned affirms and declares:

1. That this proposal is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.

2. That should any part of this proposal be accepted in writing by the Board within one hundred twenty (120) calendar days from the date of opening unless an earlier date for acceptance is specified in proposal schedule, said proposer will furnish and deliver the commodities and / or services for which this proposal is made, at the rates offered and fee schedule proposed, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred twenty (120) days or an earlier date specified in proposal schedule, such award shall be conditioned upon proposer’s acceptance.

**PROPOSAL.** The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the services to the state agency or state agencies named in the proposal at the prices bid therein.

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<tr>
<th>Signature When Proposer Is an Individual</th>
<th>Type or Print Name of Individual</th>
<th>Doing Business As (Trade Name)</th>
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<tr>
<td>Business Address</td>
<td>Street</td>
<td>City</td>
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<tr>
<td>Written Signature of Individual Signing This Proposal</td>
<td>Social Security Number</td>
<td>Date Executed</td>
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<td>Typewritten Name</td>
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<td>Telephone Number</td>
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| Signature When Proposer Is a Firm | Name (Type or print names of all partners) | Title | Name | Title |

| Name | Title | Name | Title |

| Doing Business As (Trade Name) | Business Address | Street | City | State | Zip Code |
| Written Signature of Partner Signing This Proposal | F.E.I. Number | Date Executed |
| Typewritten Name | | Telephone Number |

| Signature When Proposer Is a Corporation | Full Name of Corporation | Incorporated In What State |
| Business Address | Street | City | State | Zip Code | F.E.I. Number |
| President | Secretary | Treasurer |
| Written Signature of Corporate Official or Person Duly Authorized to Sign Proposals On Behalf of the Above Corporation | Title |
| Typewritten Name | Telephone Number | Date Executed |

| Name and Title of Individual To Contact Concerning the Proposal | E-mail | Telephone |
STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy’s Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:  □ Initial Certification  □ 12 Month Anniversary Update (Multi-year contracts only.)
□ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, “Execution Date” means the date this certification is signed by the Contractor;
3) "Contractor” means the person, firm or corporation named as the contractor below;
4) "Applicable Public Official or State Employee” means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) “Gift” has the same meaning given that term in C.G.S. § 4-250(1);
6) "Principals or Key Personnel” means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.
CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that all lawful campaign contributions that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

### Lawful Campaign Contributions to Candidates for Statewide Public Office:

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<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
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### Lawful Campaign Contributions to Candidates for the General Assembly:

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<th>Value</th>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

______________________________
Printed Contractor Name

______________________________
Printed Name of Authorized Official

**Signature of Authorized Official**

Subscribed and acknowledged before me this _____ day of _________________, 20__.

______________________________
Commissioner of the Superior Court (or Notary Public)

______________________________
My Commission Expires
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

<table>
<thead>
<tr>
<th>Consultant’s Name and Title</th>
<th>Name of Firm (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>End Date</td>
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</tbody>
</table>

Description of Services Provided: ___________________________________________________________

________________________________________
Is the consultant a former State employee or former public official? YES NO

If YES: ____________________________________________
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

________________________
Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date

________________________
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this ________ day of ____________, 20___.

________________________
Commissioner of the Superior Court or Notary Public
STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website.

__________________________________________________________  ____________
Signature                                           Date

__________________________________________________________  ____________
Printed Name                                        Title

Firm or Corporation (if applicable)

__________________________________________________________  ________________________  ______
Street Address                                    City                State                Zip

Awarding State Agency
STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: __________________________

INSTRUCTIONS:

CHECK ONE:  □ Initial Certification. □ Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a “foreign corporation” is one that is organized and incorporated outside the United States of America.

Check applicable box:

☐ Respondent’s principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid (“ITB”), Request for Proposal (“RFP”) or contract package if there was no bid process.

☐ Respondent’s principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

1) “Large state contract” has the same meaning as defined in section 4–250 of the Connecticut General Statutes;
2) “Respondent” means the person whose name is set forth at the beginning of this form; and
3) “State agency” and “quasi-public agency” have the same meanings as provided in section 1–79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

☐ Respondent has made no direct investments 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.

☐ Respondent has either made direct investments 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, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name __________________________ Printed Name of Authorized Official __________________________

Signature of Authorized Official __________________________

Subscribed and acknowledged before me this ______ day of __________________, 20__.

Commissioner of the Superior Court (or Notary Public) __________________________

My Commission Expires __________________________
STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Affidavit
By Entity
For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive
officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate,
company, or partnership policy that certifies the contractor complies with the nondiscrimination
agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as
amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the
State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign
form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to
contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of
an oath. I am_________________________ of ____________________________ an entity
Signatory's Title Name of Entity
duly formed and existing under the laws of ____________________________
Name of State or Commonwealth I certify that

I am authorized to execute and deliver this affidavit on behalf of

_________________________ and that ____________________________
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General
Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

__________________________________________
Authorized Signatory

__________________________________________
Printed Name

Sworn and subscribed to before me on this __________day of ______________, 20____.

__________________________________________  ________________________________________
Commissioner of the Superior Court/ Commission Expiration Date Notary
Public

Attachment F
Form C
07-08-2009
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS
(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-
60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and
46a-81(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section
46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for
awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract
subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of
legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.”

“Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business
wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are
active in 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 Section 32-9n.”

“Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . .
(2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian
Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a
minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above
definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract
Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the
contract compliance requirements:

(a) the bidder’s success in implementing an affirmative action plan;
(b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to
46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder’s promise to develop and implement a successful affirmative action plan;
(d) the bidder’s submission of employment statistics contained in the “Employment Information
Form”, indicating that the composition of its workforce is at or near parity when compared to the
racial and sexual composition of the workforce in the relevant labor market area, and
(e) the bidder’s promise to set aside a portion of the contract for legitimate minority 
business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and
submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities
will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN.
STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and
the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the
contract.

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same
management and control and has maintained its principal place of business in Connecticut for a one year period immediately
prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most
recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are
active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that
a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of
subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the actual process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-house counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistant legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries, and office and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail, and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights, riggers, and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and laying machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic, and production workers.
3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)  

<table>
<thead>
<tr>
<th>White (not of Hispanic Origin)</th>
<th>Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black (not of Hispanic Origin)</td>
<td>American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</td>
</tr>
</tbody>
</table>

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Identification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>Social Security Number</td>
</tr>
<tr>
<td>City &amp; State</td>
<td></td>
</tr>
<tr>
<td>Chief Executive</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Major Business Activity (brief description)</th>
<th>Bidder Identification (response optional: definitions on page 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder is a small contractor. Yes No</td>
<td></td>
</tr>
<tr>
<td>Bidder is a minority business enterprise Yes No</td>
<td></td>
</tr>
<tr>
<td>(If yes, state ownership category)</td>
<td></td>
</tr>
<tr>
<td>Black Hispanic Asian American Indian/Alaskan Native</td>
<td></td>
</tr>
<tr>
<td>Hawaiian/Panamanian Individual(s) with a Physical Disability</td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder Parent Company (If any)</th>
<th>Bidder is certified as above by State of CT Yes No</th>
</tr>
</thead>
</table>

| Other Locations in CT (If any) |  |
|-------------------------------|  |

**PART II - Bidder Non-discrimination Policies and Procedures**

<table>
<thead>
<tr>
<th>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</th>
<th>7. Do all of your company’s contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes No</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Does your company have the stated mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</td>
<td>8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? Yes No</td>
</tr>
<tr>
<td>5. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes No</td>
<td>9. Does your company have a mandatory retirement age for all employees? Yes No</td>
</tr>
<tr>
<td>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</td>
<td>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No NA</td>
</tr>
<tr>
<td>3. Do you notify the CT State Employment Service of all employment openings with your company? Yes No</td>
<td>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? Yes No NA</td>
</tr>
<tr>
<td>6. Does your company have a collective bargaining agreement with workers? Yes No</td>
<td>12. Does your company have a written affirmative action plan? Yes No</td>
</tr>
<tr>
<td>6a. If yes, do the collective bargaining agreements contain non-discrimination language covering all workers? Yes No</td>
<td>If no, please explain.</td>
</tr>
<tr>
<td>6b. Have you notified each union in writing of your commitment under the non-discrimination requirements of contracts with the state of CT? Yes No</td>
<td>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No</td>
</tr>
<tr>
<td></td>
<td>If yes, give name and phone number.</td>
</tr>
</tbody>
</table>
Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

   1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (defined on page 1/ use additional sheet if necessary)

   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Males</td>
<td>Females</td>
<td>Males</td>
<td>Females</td>
<td>Males</td>
<td>Females</td>
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<tr>
<td>Management</td>
<td></td>
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<tr>
<td>Business &amp; Financial Ops</td>
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<tr>
<td>Marketing &amp; Sales</td>
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<tr>
<td>Legal Occupations</td>
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<tr>
<td>Computer Occupations</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
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<tr>
<td>Hrd /培训/Training/ Maintenance</td>
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<tr>
<td>Construction &amp; Engineering</td>
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<tr>
<td>Maintenance &amp; Repair</td>
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<tr>
<td>Material Handling/Workers</td>
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<td></td>
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<tr>
<td>Production Occupations</td>
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<tr>
<td>TOTALS ABOVE</td>
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<td></td>
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<tr>
<td>Ten (One Year Ago)</td>
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</tr>
</tbody>
</table>

FORMAL ON THE JOB TRAINERS (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

|                |                |        |       |          |                           |                                  |
| Apprentices    |                |        |       |          |                           |                                  |
| Trainees       |                |        |       |          |                           |                                  |

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)
### PART V - Bidders Hiring and Recruitment Practices

<table>
<thead>
<tr>
<th>Source</th>
<th>Yes</th>
<th>No</th>
<th>% of Applicants Provided by Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td>Work Experience</td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td>Ability to Speak or Write English</td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td>Written Test</td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Work Lias</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td>Union Membership</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td>Height or Weight</td>
</tr>
<tr>
<td>Others (Please Identify)</td>
<td></td>
<td></td>
<td>Car Ownership</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Arrest Record</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wage Garnishment</td>
</tr>
</tbody>
</table>

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.

Certification (Read this form and check your statements on a CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of fact, I am subject to be declared in non-compliance with Sections 4a-60, 4a-80a and related sections of the CONN. GEN. STAT.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date Signed</th>
<th>Telephone</th>
</tr>
</thead>
</table>
1. **Professional Standards:**
In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said College, such services as the College requests, provided in this contract.

2. **Quality Surveillance, Examination of Records and Inspection of Work:**
Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the State Contracting Agency at reasonable times.

3. **Assignment:**
This contract shall not be assigned by either party without the express prior written consent of the other.

4. **Confidential Information**
   (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.
   (b) For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

5. **Family Educational Rights and Privacy Act (FERPA):**
In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

6. **Claims Against The State:**
The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

7. **Indemnification and Insurance:**
   (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in
connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

8. Sovereign Immunity:
The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

9. Contracting with State Employees or Related Family/Business:
Section 1-84 (i) of the Connecticut General Statutes prohibits the College to engage in contracts over $100 with State employees and certain related family or businesses as defined by Sections 1-79 (b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:

C.G.S. § 1-84 (i) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-
public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

C.G.S. § 1-79 (b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

C.G.S. 1-79 (f) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.

10. Forum and Choice of Law:
The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

11. Termination:
(a) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may terminate the contract whenever the College makes a written determination that such termination is in the best interests of the State. The College shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.

(b) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.

i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party
may terminate the contract by giving the breaching party no less than twenty-four (24) hours’ prior written notice. If the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.

(c) The College shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the College for purposes of correspondence, or by hand delivery. Upon receiving the notice from the College, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all College all records. The records are deemed to be the property of the College and the Contractor shall deliver them to the College no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the College for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of termination from the College, the Contractor shall cease operations as the College directs in the notice, and take all actions that are necessary or appropriate, or that the College may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the College directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) The College shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the College in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the College is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the College, the Contractor shall assign to the College, or any replacement Contractor which the College designates, all subcontracts, purchase orders and other commitments, deliver to the College all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor’s property, equipment, waste material and rubbish related to its performance, all as the College may request.

(f) For breach or violation of any of the provisions in the section concerning representations and warranties, the College may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.

(g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.

(h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the College.

12. Entire Agreement:
This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by College. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

13. 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 Connecticut General Statutes § 32-9n; and

tax. “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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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 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 Connecticut General Statutes § 46a-56; 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, 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 Connecticut General Statutes § 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56; 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, 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.

14. Executive Orders:
This Contract 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Department shall provide a copy of these orders to the Contractor.

15. SEEC:
For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1 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 expressly acknowledges receipt of the State Election 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. See Notice below.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS
This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS
No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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

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

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

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

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

**CONTRACT CONSEQUENCES**
In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

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

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other...
political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.
“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates.

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

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

16. Summary of State Ethics Laws: Pursuant to the requirements of section 1-101iq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

17. Whistleblower:
This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

18. Disclosure of Records:
This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.