

**STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER  
55 Elm Street  
Hartford, CT 06106**

**INVITATION TO BID**

**SPECIFICATIONS AND BID DOCUMENTS ATTACHED**

Bid Number: **08OSC0007**

Bid Description: **Liebert Air Conditioning Units – Full Service and Maintenance**

The Bid Opening Date is **Friday, March 27, 2009**

The Bid Closing Date is **Monday, April 13, 2009**

Bid No: 08OSC0007

ALL BIDS DUE BY:  
**April 13, 2009  
3:00 P.M.**

**Return Bid To:**

Office of the State Comptroller  
Business Services Office  
55 Elm Street, 2nd floor  
Hartford, CT 06106-1775  
Attn: Sarah Ormerod

***NOTE: Always use mailing label at left on all packages when returning the ORIGINAL & ONE COPY of your bid response.***

Bids must be time and date stamped by the Office of the State Comptroller & cannot be accepted after specified Bid Acceptance Time.

Allow sufficient time if mailing your bid.

**Hand-delivered bids must be brought to:**

**Office of the State Comptroller  
Business Services Office  
55 Elm Street  
Hartford, CT 06106  
Attn: Sarah Ormerod**

ANY QUESTIONS REGARDING THE SPECIFICATIONS INCLUDED IN THIS INVITATION TO BID SHOULD BE SUBMITTED VIA EMAIL TO [osc.rfp@po.state.ct.us](mailto:osc.rfp@po.state.ct.us) OR VIA MAIL TO THE ABOVE ADDRESS. PHONE CALLS REGARDING SPECIFICATION QUESTIONS WILL NOT BE ACCEPTED.

Vendors will not be admitted to state buildings without a valid photo ID.

**STATE OF CONNECTICUT - BIDDER'S CHECKLIST - READ CAREFULLY**

***IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.***

1. \_\_\_\_ The Bid must be signed by a duly authorized representative of the company. Unsigned bids may be rejected.
2. \_\_\_\_ The **Price Schedule must be included** with your bid and contain the following:
  - a. \_\_\_\_ VENDORS NAME **MUST BE** IN THE UPPER RIGHT CORNER OF ALL PRICE SCHEDULE PAGES.
  - b. \_\_\_\_ The bid prices you have offered have been reviewed and verified.
  - c. \_\_\_\_ The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
  - d. \_\_\_\_ Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
  - e. \_\_\_\_ The payment **terms are Net 45 Days** (You may offer cash discounts for prompt payment). Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. *Exception:* State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 4a-60j.
  - f. \_\_\_\_ The **delivery information** block has been completed. Be specific: In most cases, “as ordered” or “as required” is not complete information.
3. \_\_\_\_ Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
4. \_\_\_\_ If required the amount of bid surety has been checked and the surety has been included.
5. \_\_\_\_ CHRO Workplace Analysis Affirmative Action Report must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
6. \_\_\_\_ Make sure to include the original price schedule pages along with one copy.
7. \_\_\_\_ The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
8. \_\_\_\_ The pre-addressed mailing label has been used on your bid envelope or the bid envelope has been:
  - g. \_\_\_\_ marked with the Bid Number and Bid Opening Date &
  - h. \_\_\_\_ addressed to:

**Office of the State Comptroller  
Business Office – Sarah Ormerod  
55 Elm Street, 2nd floor  
Hartford, CT 06106-1775**
9. \_\_\_\_ The bid is mailed or hand-delivered in-time to be received and date stamped by OSC no later than the designated opening date and time. **Late bids are not accepted under any circumstances.** Please allow enough time if mailing in your bid. Hand-delivered bids must be delivered to the address above.
10. \_\_\_\_ **Do not** return pages that you are not quoting on. **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

**STATE OF CONNECTICUT  
OFFICE OF THE COMPTROLLER**

Fiscal Policy Division  
55 Elm Street  
Hartford, CT 06106

**SCOPE OF CONTRACT**

This Contract is for **FULL MAINTENANCE AND EMERGENCY REPAIR FOR FIVE LIEBERT AIR CONDITIONING UNITS THAT ARE LOCATED AT THE OFFICE OF THE COMPTROLLER, FISCAL POLICY DIVISION, 55 ELM STREET, HARTFORD, CT 06106.**

Contractor shall furnish all labor, materials, tools, emergency service and equipment necessary to properly service and maintain all of the equipment listed in this document. The following units shall be covered:

**[Schedule A]**

<b><u>MODEL</u></b>	<b><u>SERIAL NUMBER</u></b>	<b><u>TAG NUMBER</u></b>
CU-43A	143392 F	8023
FH-75A	143392 A	8204
DH-199A	962670-002	8443
DH-199A	962670-001	8444
FH-245A	143392 D	8205

**CONTRACT PERIOD**

The State intends that this contract shall be in effect from the Date of Award through March 31, 2012. The State reserves the right to extend this contract for a period up to the full original contract term or parts thereof. Acceptance of this contract by the customer will authorize the contractor to proceed with the first inspection. Payments shall be made quarterly, in arrears, after the quarterly inspection is completed.

Any deficiencies in the systems will be reported to the State in writing during the first thirty (30) days of the contract period. Upon prior written approval from the State, repairs will be made on a time and materials basis. **[See Non-contract work clause]**

The bidder shall include with his proposal, a list of five contract customers, of equal size and complexity, where he has maintenance coverage as described herein, including subcontractors. The agency retains the option of contacting any or all of those listed for reference purposes.

The contractor shall have been in the HVAC business for at least five years.

**MANDATORY INSPECTION OF JOB SITE**

Bidders shall visit the site and take such other steps as may be necessary to ascertain the nature and location of the work and general location conditions, which affect the work or cost thereof. The site inspection must be conducted, by appointment, between the dates of Monday, March 30, 2009 and Friday, April 3, 2009. Contact Sarah Ormerod at (860) 702-3337 to schedule this appointment.

## **CONTRACT REQUIREMENTS**

### **[Schedule B]**

Check and correct or replace as necessary to keep equipment in good working order.

#### **Filters**

- Restricted Air flow
- Check filter Switch
- Wipe section clean
- Replace Filter
- Filters in Printer Room to be replaced monthly.
- Filters in other systems to be replaced every two months.

#### **Blower Section**

- Impellers free of debris and move freely
- Check belt tension and condition
- Bearings in good condition
- Check fan safety switch operation
- Check pulleys and other motor mounts
- Main Fan voltage
- Amperage: L1, L2, L3
- Check voltage at all control voltage transformers

#### **Compressor Refrigeration / Cycle**

- Check oil levels
- Check for leaks
- Check compressor amperage L1, L2, L3
- Check discharge pressure
- Check thermostatic expansion valve
- Check head pressure
- Check for moisture
- Check refrigerant lines

#### **Infrared Humidifier**

- Check pan drain for clogs
- Check humidifier lamps
- Check amperage L1, L2, L3
- Check pan for mineral deposits
- Check condensate pumps
- Check water filters

#### **Air Cooled Condenser**

- Condenser coil clean
- Motor mounts tight
- Bearing in good condition
- Refrigerant lines properly supported

## **Electrical Panel**

- Check fuses
- Check electrical connections
- Check operation sequence

## **Air Distribution Section**

- Restriction in perforated air panel free area
- Check for cable blockages in raised floor

## **DESCRIPTION OF SERVICE**

The contractor will furnish labor and material necessary to service and maintain the equipment as described in **Schedule A** in good repair. Contractor will make at least one service inspection every three months. Contractor will respond to emergency calls as required. This is a full maintenance contract.

Contractor must be an authorized factory service representative by manufacturer of equipment described in **Schedule A**. Include in the bid package verification that contractor is an authorized factory service representative by manufacturer.

All labor must be performed by licensed refrigeration service personnel.

## **Preventive Maintenance**

1. Provide on-site inspections to determine operating conditions and serviceability of equipment, which includes inspection of equipment and mechanical piping for corrosion, wear, loose connections, deteriorating components, and performance criteria.
2. Provide parts and labor required for preventative maintenance service of all equipment described in **Schedule A** such as replacement of air filters, adjustments, repair or replacement of belts, alarm relays, thermostats, pulleys, fan bearings, contacts, fan motors, control lights, float valves, compressors, and all other components as recommended by the original manufacturer.
3. Make any adjustments or modifications to provide maximum operating efficiency of equipment.
4. Establish and maintain service logbooks for all systems serviced.
5. Equipment condensers are to be cleaned at least annually. The contractor will coordinate this activity with the Operations Manager. It is also agreed that it may be necessary to perform this activity off-hours or on weekends and is part of the scheduled maintenance.
6. The contractor agrees to give at least 48 hour cancellation notice to the Operations Manager in the event scheduled maintenance is not to be performed as scheduled. In the event of the contractor failing to provide service at the scheduled time without 48 hour cancellation notice, the contractor may be billed for all customer overtime and expense.
7. During the maintenance inspections, the contractor will perform prescribed maintenance for each piece of equipment as outlined in **Schedule B** attached hereto. During the maintenance inspection, **Schedule B** inspection sheets shall be completed by the contractor on site and given to the data center staff upon completion.

8. Contractor is required to update the maintenance service required to the most recent manufacturer's service bulletin

### **Emergency Repair Service**

1. Provide emergency repair service under this agreement on a 24 hour / 7 day a week basis including weekends and all official state and federal holidays with representative on site response to an emergency call within **two hours**. A service call from the customer will be deemed an emergency unless otherwise stated at the time by the customer.
2. Provide parts and labor necessary to perform corrective action of equipment or mechanical piping causing the emergency situation.
3. In case of equipment failure beyond normal inspection and routine maintenance, the contractor shall respond with adequate number of personnel with a level of expertise necessary to correct the problem.

### **Parts and Labor**

1. Furnish and install all necessary parts, refrigerant, supplies and labor for performance of preventative and emergency repair service.
2. Furnish all freight and cartage required in the performance of preventative maintenance and emergency repair services.
3. All replacement parts must be manufacturer's original equipment parts.

### **State Agrees to:**

Operate the equipment in accordance with the original manufacturer's instructions.

Allow the contractor to utilize provisions of any or all warranties in effect for aforementioned equipment. Immediately notify contractor of any unusual operating conditions associated with the equipment. Provide the contractor ready access to the equipment.

### **Contractor Specifications:**

Contractor agrees to stock an inventory of air conditioning parts of manufacturer of system listed in **Schedule A**. Any material needed to be stored on site must be approved by the property manager. Contractor cannot store the following on premises – any refrigerants or gases i.e.: oxygen, nitrogen, and acetylene.

### **BASIS OF AWARD**

The following, in combination, will be considered in awarding the contract, not necessarily listed in order of importance:

- Quality of service offered.
- Net prices at which the State will be billed.
- Overall completeness of service offered.

- Prompt availability of parts.
- Ability of the contractor to render satisfactory service.
- Location of the contractor's service facility.

An award will be issued to the lowest, responsible, qualified bidder, who is in compliance with the specifications and Bid Terms and Conditions. The State further reserves the right to reject any or all bids, waive technicalities and to make awards in a manner deemed in the best interest of the State.

### **NON-CONTRACT WORK**

The State may, at its option, have upgrades, modifications or other work performed on the various systems covered by this contract. The contractor shall price man hour labor and parts for upgrades, modifications or other work. All man hour labor shall be for job site labor only; no travel time, mileage, minimum charges or portal-to-portal charges shall be allowed.

### **CANCELLATION CLAUSE**

The State reserves the right to cancel any unfulfilled portion of the contract (30 day written notice) providing services and/or materials supplied by the contractor is not satisfactory or consistent with the terms of the contract. Upon cancellation, the maintenance charges will be prorated over the period the contract has been in force.

Should the awarded contractor fail to provide satisfactory service, maintain required certification, or react to service requests in a timely fashion, the State can terminate this contract and award it to the next lowest, qualified bidder. In this event, the current contractor will be required to reimburse the State for the additional cost attributable to the difference between the two bids as a penalty for non-performance.

### **SECURITY PROPERTY ENTRANCE**

Contractor shall adhere to established security and/or property entrance policies and procedures established for each requesting contract user. It is the responsibility of each contractor to understand and adhere to those policies and procedures prior to any attempt to enter the contract user premises.

**STATE OF CONNECTICUT  
OFFICE OF THE COMPTROLLER**

Fiscal Policy Division  
55 Elm Street  
Hartford, CT 06106

**SCHEDULE A**

**Manufacturer: LIEBERT**

<b><u>MODEL</u></b>	<b><u>SERIAL NUMBER</u></b>	<b><u>TAG NUMBER</u></b>
CU-43A	143392 F	8023
FH-75A	143392 A	8204
DH-199A	962670-002	8443
DH-199A	962670-001	8444
FH-245A	143392 D	8205



**STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER  
Fiscal Policy Division  
55 Elm Street  
Hartford, CT 06106**

**SCHEDULE "B"**

**Monthly Maintenance Inspection Checklist:**

**DATE:** \_\_\_\_\_

**TECHNICIAN:** \_\_\_\_\_

**MODEL#:** \_\_\_\_\_

**UNIT #:** \_\_\_\_\_

**I. FILTERS:**

\_\_\_\_ Restricted Air Flow

\_\_\_\_ Check Filter Switch

\_\_\_\_ Wipe section clean

\_\_\_\_ Replace Filter

\_\_\_\_ Filters in Printer room  
to be replaced monthly

\_\_\_\_ Filters in other systems  
to be replaced every two months

**II. BLOWER SECTION:**

\_\_\_\_ Impellers free of debris & move freely

\_\_\_\_ Check belt tension & condition

\_\_\_\_ Bearings in good condition

\_\_\_\_ Check fan safety switch operation

\_\_\_\_ Check pulleys & other motor mounts

\_\_\_\_ Main fan voltage: \_\_\_\_\_

\_\_\_\_ Amperage: L1 \_\_\_\_\_ L2 \_\_\_\_\_ L3 \_\_\_\_\_

\_\_\_\_ Check voltage at all control voltage  
transformers:

T115 \_\_\_\_\_ v: TZ \_\_\_\_\_ v: T3 \_\_\_\_\_ v: Tf \_\_\_\_\_ v: T5 \_\_\_\_\_

**Technical Notes:** \_\_\_\_\_  
\_\_\_\_\_

**III. COMPRESSOR REFRIGERATION/CYCLE**

\_\_\_\_ Check Oil Levels: \_\_\_\_ Check for Leaks: \_\_\_\_ Check thermostatic expansion valve

\_\_\_\_ Check suction pressure: \_\_\_\_ Check for moisture (sight glass)

\_\_\_\_ Check compressor amperage: 1) L1 \_\_\_\_\_ L2 \_\_\_\_\_ L3 \_\_\_\_\_ 2) L1 \_\_\_\_\_ L2 \_\_\_\_\_ L3 \_\_\_\_\_

\_\_\_\_ Check discharge Pressure: 1) \_\_\_\_\_ 2) \_\_\_\_\_

\_\_\_\_ Check head pressure: 1) \_\_\_\_\_ 2) \_\_\_\_\_

\_\_\_\_ Check refrigerant lines

#### IV. REFRIGERATION CHARGE

\_\_\_\_\_ Check refrigerant level

Technician Notes: \_\_\_\_\_  
\_\_\_\_\_

#### V. INFRARED HUMIDIFIER

\_\_\_\_\_ Check pan drain for clogs

\_\_\_\_\_ Check humidifier lamps

\_\_\_\_\_ Check pan for mineral deposits

\_\_\_\_\_ Check condensate pumps

\_\_\_\_\_ Check water filters

\_\_\_\_\_ Check amperage: L1 \_\_\_\_\_ : L2 \_\_\_\_\_ : L3 \_\_\_\_\_

Technician Notes: \_\_\_\_\_  
\_\_\_\_\_

#### VI. AIR COOLED CONDENSER

\_\_\_\_\_ Condenser coil clean

\_\_\_\_\_ Motor Mounts tight

\_\_\_\_\_ Bearings in good condition

\_\_\_\_\_ Refrigerant lines properly supported

#### VII. ELECTRICAL PANEL

\_\_\_\_\_ Check Fuses

\_\_\_\_\_ Check electrical connections

\_\_\_\_\_ Check operation sequence

Technician Notes: \_\_\_\_\_  
\_\_\_\_\_

#### VIII. AIR DISTRIBUTION SECTON

\_\_\_\_\_ Restriction in perforated air panel free area

\_\_\_\_\_ Check for cable blockages in raised floor

Technician Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Technician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM IS TO BE COMPLETED FOR EACH UNIT MONTHLY AND GIVEN TO THE CUSTOMER AT THE END OF THE SCHEDULED INSPECTION.**

# STATE OF CONNECTICUT

## BID SPECIFICATION INFORMATION STATE OF CONNECTICUT

### BIDDER INFORMATION FORM

Complete Bidder Legal Business Name: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Taxpayer ID# (TIN): \_\_\_\_\_

Business Name, Trade Name, Doing Business as (if different from above):

\_\_\_\_\_

Principal Place of Business (if different from above): \_\_\_\_\_

\_\_\_\_\_

Bidder Telephone Number: \_\_\_\_\_

Bidder Facsimile Number: \_\_\_\_\_

Bidder Email Address: \_\_\_\_\_

Bidder Website: \_\_\_\_\_

Business Entity: \_\_\_\_LLC \_\_\_\_Non-Profit \_\_\_\_Partnership \_\_\_\_Individual/Sole Proprietorship  
(Attach names and titles of all partners)

\_\_\_\_Corporation *Type of Corporation:* *State Organized In:*

**Note:** If Individual or Sole Proprietor, Individual's name (as owner) must appear in the legal business name above.

Bidder's Authorized Official (*Person authorized to sign bids on behalf of the above named bidder*)

\_\_\_\_\_

*Name*

*Title*

Authorized Official's Telephone Number(s): \_\_\_\_\_

Authorized Official's Facsimile Number: \_\_\_\_\_

Authorized Official's Email Address: \_\_\_\_\_

# STATE OF CONNECTICUT

## Standard Terms and Conditions – page 1 of 3

**The following Terms and Conditions govern the Invitation To Bid issued by the Office of the State Comptroller (OSC). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.**

**Bidders shall comply with the statutes and regulations as they exist on the date of their bid and as they may be modified from time to time during the term of the contract, as it may be amended.**

### **Submission of Bids**

1. Bids must be submitted on forms supplied by OSC and must be submitted no later than the date and time specified in the Invitation To Bid. Telephone or facsimile bids will not be accepted in response to an Invitation To Bid.

2. Bids received after the time and date of bid opening specified in each Invitation To Bid shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by OSC after the time specified for opening of bids shall not be considered. An original and one copy of the price schedule shall be returned to OSC. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and one copy of the price schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids shall be rejected. A conditional bid is one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation To Bid.

5. Alternate bids will not be considered unless the Invitation To Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and

is not dependent upon the bidder's primary response to the Invitation To Bid.

6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation To Bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. All bids will be opened and read publicly on the date specified in the Invitation To Bid and, upon award, are subject to public inspection.

9. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this invitation to bid, standard terms and conditions and Contract #08OSC0007. Further, if the bidder is awarded a contract for the goods and/or services called for in the invitation to bid, the bidder's signature on Bid Information Form shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the invitation to bid, these standard terms and conditions and Contract #08OSC0007 as if the bidder had actually executed the standard terms and conditions and Contract #08OSC0007 itself.

### **Guaranty or Surety**

10. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

### **Samples**

11. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

## STATE OF CONNECTICUT

### Standard Terms and Conditions – page 2 of 3

12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which OSC shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

#### Award

13. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

14. OSC may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

15. OSC may correct inaccurate awards resulting from clerical or administrative errors.

16. Bidders have ten days after notice of award of the contract to reject the award; after ten days the contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, OSC will award the contract to the next lowest responsible qualified bidder.

#### Other Requirements

17. Conn. Gen. Stat. § 4a-81 (the "Act") requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing

counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract. (c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

**STATE OF CONNECTICUT**  
**Standard Terms and Conditions page 3 of 3**

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, 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;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency

began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is **March 18, 2009**.

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

20. With regard to a State contract as defined in P.A. 07-1 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C, SEEC Form 11.

21. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

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-81i(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.

**The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at [www.state.ct.us/chro](http://www.state.ct.us/chro) under "Contract Compliance." The following forms are mandatory and must be completed and returned to the Office of the State Comptroller with the proposal:**

- **Notification to Bidders Form (attached to this Invitation to Bid)**
- **Bidder Contract Compliance Monitoring Report (on CHRO’s website)**

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

**ACKNOWLEDGMENT OF CONTRACT COMPLIANCE  
NOTIFICATION TO BIDDERS**

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Employee Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.



# STATE OF CONNECTICUT

## Individual Contractor Nondiscrimination Certification – Page 1 of 1

I, \_\_\_\_\_, of \_\_\_\_\_  
*Signer's Name* *Business Address*

am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for Contract Number 08OSC0004. I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, I, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature*

Rev. June 25, 2007

# STATE OF CONNECTICUT

## Nondiscrimination Certification – Page 1 of 1

I, \_\_\_\_\_, \_\_\_\_\_ of  
*Signer's Name Title*

\_\_\_\_\_, an entity lawfully organized and existing under the laws of  
*Name of Entity*

\_\_\_\_\_, do hereby certify that the following is a true and correct copy of a  
*Name Of State Or Commonwealth*

resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the governing body of

\_\_\_\_\_, in accordance with all of its documents of governance and management  
*Name Of Entity*

and the laws of \_\_\_\_\_ and further certify that such resolution has not been modified,  
*Name Of State Or Commonwealth*

rescinded or revoked, and is at present in full force and effect.

RESOLVED: That \_\_\_\_\_ hereby adopts as its policy to support the  
*Name of Entity*

nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature*

Rev. June 25, 2007

## STATE OF CONNECTICUT

### GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. § 9-612(g)(2), as amended by Public Act 07-1*

#### INSTRUCTIONS:

Complete all sections of the form. Attach additional copies of this certification, if necessary, to provide full disclosure about any gifts made to any public official or employee of the awarding State agency. Sign and date form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the awarding State agency at the time of contract execution.

#### CHECK ONE:

Initial gift and campaign contribution certification.

Annual update of initial gift and campaign contribution certification. (Multi-year contracts only.)

**CERTIFICATION:** [ Number of Certifications Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, am the official authorized to execute the attached contract on behalf of the contractor (named below). I hereby certify that no **gifts** were made, as defined and described in C.G.S. §§ 4-250(1) and 4-252(c)(1), between the date (indicated below) that the awarding State agency began planning the project, services, procurement, lease or licensing arrangement covered by this contract and the execution date of this contract, **except for the gift(s) listed below:**

Date of Gift	Name of Gift Giver	Name of Recipient	Value	Gift Description
--------------	--------------------	-------------------	-------	------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I further certify that neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, know of any action by such contractor to circumvent the above prohibition on **gifts** by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee, as described in C.G.S. § 4-250(c).

I further certify that, on or after December 31, 2006, neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, made a contribution to, or solicited a contribution on behalf of, any **campaigns** of candidates for statewide public office or the General Assembly.

I further certify that the contractor made the bid or proposal without fraud or collusion with any person.

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
Signature of Authorized

\_\_\_\_\_  
Official Date

\_\_\_\_\_  
Federal Employer ID Number (FEIN) or  
Social Security Number (SSN)

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Awarding State Agency

\_\_\_\_\_  
Start Date of Agency Planning

\_\_\_\_\_  
Contract Execution Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court or Notary Public

## STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

*Affidavit to accompany a State contract 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)*

### 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 vendor 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 vendor 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 the contractor enters into any new consulting agreement(s) during the term of the State contract.

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), 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:**

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

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 Vendor

\_\_\_\_\_  
Signature of Chief Official or Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Employer ID No. (FEIN)  
or Social Security Number (SSN)

\_\_\_\_\_  
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**  
**Certificate of Compliance with**  
**Connecticut General Statute Section 31 - 57b**

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
(Name of Firm, Organization or Corporation)

**Signed:**

\_\_\_\_\_  
Written Signature:

\_\_\_\_\_  
Name Typed:

\_\_\_\_\_  
(Corporation Seal)

**Title:**

\_\_\_\_\_  
(Title of Above Person, typed)

**Dated:**

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ ) *ss:* *A.D., 20* \_\_\_\_\_

)

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
(Name of Person appearing in front of Notary or Clerk)

\_\_\_\_\_.  
(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Seal)

**STATE OF CONNECTICUT**  
**BIDDER'S STATEMENT OF QUALIFICATIONS page 1 of 2**

This form will be used in assessing a bidder's qualifications and to determine if the bid submitted is from a responsible bidder. State law designated that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc. will be used in evaluating bids. Attach additional sheets if necessary.

COMPANY NAME:

\_\_\_\_\_

&

ADDRESS:

\_\_\_\_\_

Number of years company has been engaged in business under this name: \_\_\_\_\_ years

List any contract awards to your company by the State of Connecticut within the last three (3) years. Indicated which state agency, and provide contract name and number, and the name and telephone number of the purchasing agent administering the contract.

CONTRACT NO.	CONTRACT NAME	STATE AGENCY	PURCHASING AGENT	TEL. NO.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List other names your company goes by:

\_\_\_\_\_

\_\_\_\_\_

List Previous Company Name (s)

\_\_\_\_\_

\_\_\_\_\_

List at least three completed projects similar in nature to this Invitation to Bid which demonstrates your company's ability to perform the required services.

Company Name and Address	Telephone No.:	Dollar Value:
1. _____	_____	_____
_____	_____	_____
2. _____	_____	_____
_____	_____	_____
3. _____	_____	_____
_____	_____	_____

**STATE OF CONNECTICUT**  
**BIDDER'S STATEMENT OF QUALIFICATIONS page 2 of 2**

Company Name: \_\_\_\_\_

Size of Company or Corporation:

Number of Employees:    Full Time \_\_\_\_\_    Part Time \_\_\_\_\_

Company Value:            Equipment Assets \_\_\_\_\_    Total Assets \_\_\_\_\_

Is your company registered with the Office of the Connecticut Secretary of State? \_\_\_\_\_YES \_\_\_\_\_NO

Registration Date, if available: \_\_\_\_\_

If requested, would your company provide a "Good Standing" Certificate issued by the Connecticut Secretary of State's Office?  
\_\_\_\_\_YES \_\_\_\_\_NO

List any criminal convictions, guilty pleas or nolo contendere against your company and any of your company's officers, principal shareholders, directors, partners, LLC members and LLC managers.

(Attach additional sheets if necessary)

---

List any administrative actions either pending review by the State or determinations that the State has made regarding your company or any of your company's officers, principal shareholder, directors, partners, LLC members or LLC managers. This would include court judgments, actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending in any forum. Include a listing of OSHA violations and any actions or orders pending or resolved with any State agency such as the Department of Consumer Protection, the Department of Environmental Protection, etc. Detail this information on a separate sheet of paper. Such information should be for the last three (3) years.

(Attach additional sheets if necessary)

---

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

# STATE OF CONNECTICUT

## Vendor Authorization Guidelines

**All contracts must include appropriate vendor documentation that does the following three things:**

- A. Authorizes the vendor to enter into contracts,
- B. Authorizes a particular officer to execute contracts on behalf of the vendor and
- C. Evidences that the officer signing in fact holds his/her office.

**CORPORATIONS** - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

1) In lieu of the secretary's certificate, the vendors must submit:

- a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
- b) a current certification that the officer signing the assignment agreement in fact holds that office.

2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the officer's ability to bind the company to enter into a contract.

**LIMITED LIABILITY COMPANIES (LLC'S)** – LLC's that do not have boards of directors, must submit the following:

1) a document indicating unanimous consent from all members or managers or

2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
  - b. the signing party's ability to bind the company
- to enter into a contract.

**PARTNERSHIPS** – Partnerships, like LLC's, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation's resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC's management or operations agreement.

**SOLE PROPRIETORS** - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

1) that the company holds Sole Proprietor status,

2) the name(s) of those authorized to execute contracts on behalf of the company and

3) the signature of Sole Proprietor.



## **EXHIBIT C**

### **SEEC FORM 11**

#### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, 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 Ban**

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

##### **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** - \$2000 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 \$2000 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 \$5000 in fines, or both.

##### **Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

##### **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 or a loan to an individual for other than commercial purposes.

"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.

# STATE OF CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

20 Trinity Street Hartford, Connecticut 06106—1628

## SEEC FORM 10

### NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on page 2):

#### **Campaign Contribution and Solicitation Ban**

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

#### **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—\$2000 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 \$2000 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 \$5000 in fines, or both.

#### **Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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.

Receipt acknowledged: \_\_\_\_\_  
(signature) (date)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban"

### 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 or a loan to an individual for other than commercial purposes.

"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.

# Guide to the Code of Ethics For Current or Potential State Contractors

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2008

## Guide for Current or Potential State Contractors

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### INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing Connecticut General Statutes, Chapter 10, Part I and Part II, with limited jurisdiction over Part IV.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. Please contact the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

**Connecticut Office of State Ethics**  
**18-20 Trinity Street**  
**Suite 205**  
**Hartford, CT 06106**  
**860/566-4472**  
[www.ct.gov/ethics](http://www.ct.gov/ethics)

***Citizen's Ethics Advisory Board:***

**Robert Worgaftik, Chairperson** (through September 2009)

**Enid Oresman, Vice Chairperson** (through September 2009)

**Ernest Abate** (through September 2011)

**Jaclyn Bernstein** (through September 2008)

**G. Kenneth Bernhard** (through September 2011)

**Rebecca M. Doty** (through September 2011)

**Dennis Riley** (through September 2010)

**Michael Rion** (through September 2008)

**Sister Sally J. Tolles** (through September 2009)

## Guide for Current or Potential State Contractors

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### CONTENTS

Introduction	2
Office of State Ethics	4
The Big Picture	4
Benefits to State Personnel	
Gifts	5
Necessary Expenses	7
Fees/Honorariums	7
Hiring State Personnel	
Post-state Employment	8
Outside Employment	9
Other Provisions	
Prohibited Activities	10
Affidavits	10
Investment Services	10
Registering as a Lobbyist	10
Contribution Ban for	
Communicator Lobbyists	10
Sessional Ban for Client	
Lobbyists	11
Public Act 05-287	11
Executive Orders	11
Additional Information	12

## Guide for Current or Potential State Contractors

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### THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, [www.ct.gov/ethics](http://www.ct.gov/ethics).

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations of the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

### THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

**Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.**



## Guide for Current or Potential State Contractors

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### GIVING BENEFITS TO STATE PERSONNEL

#### Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **regulated donor**. In general, public officials or state employees may not accept gifts from regulated donors.

#### Regulated Donors

Regulated donors include:

- Registered lobbyists (the OSE can tell you who is registered);
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

#### Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- *Token Items* – Regulated donors such as current or potential state contractors may provide any item of value that is under \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is under \$50. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Regulated donors may also provide up to \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the regulated donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e)(17).

## Guide for Current or Potential State Contractors

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- *Gifts to the State* – Regulated donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

**Note:** The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only regulated donor that can make use of this very narrow exception is a registered lobbyist.

### Gift Provisions

*Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual. Even though you are under the permissible \$50 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.*

### Reporting Requirements

Should you or your representative give anything of value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual’s department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.

This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o).

## Guide for Current or Potential State Contractors

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### Necessary Expenses

You may provide necessary expenses to a public official or state employee *only* if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses can include:

- Travel (not first class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are *not* necessary expenses. Necessary expense payments also *do not* include payment of expenses for family members or other guests.

Please note, within 30 days of receiving payment or reimbursement of necessary expenses for lodging or out-of-state travel, state employees must file an ETH-NE form with the Office of State Ethics (OSE). Conn. Gen. Stat. § 1-84 (k).

### Fees/Honorariums

Public officials and state employees may *not* accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

#### Necessary Expenses, Fees and Honorariums

*Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.*

*You may provide non-first class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.*

## Guide for Current or Potential State Contractors

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### HIRING STATE PERSONNEL

#### Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

#### Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

#### One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise, for example, to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

#### Post-state Employment

*Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.*

*Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.*

## Guide for Current or Potential State Contractors

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### Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for financial gain, however inadvertent that use may be. For example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you. Conn. Gen. Stat. § 1-84 (c).

#### Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).

#### **Outside Employment**

***Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.***

***It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business - a business that receives grants or contracts from Agency X.***

## Guide for Current or Potential State Contractors

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### OTHER PROVISIONS

#### **Prohibited Activities for Consultants or Independent Contractors**

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract;
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced;

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

#### **Gift and/or Campaign Contribution Certifications**

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services ([www.das.state.ct.us](http://www.das.state.ct.us)) and the Office of Policy and Management ([www.opm.state.ct.us](http://www.opm.state.ct.us)).

#### **Investment Services and the Office of the Treasurer**

If you or your business provides investment services, as defined in the Code, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84 (n).

#### **Registering as a Lobbyist**

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at [www.ct.gov/ethics](http://www.ct.gov/ethics).

#### **Contribution Ban for Communicator Lobbyists** (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs) as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-566-1776 for more information.

## Guide for Current or Potential State Contractors

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### **Sessional Contribution Ban for Client Lobbyists** (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-566-1776 for more information.

### **Public Act 05-287**

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Department of Administrative Services.

### **Executive Orders**

#### Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

#### Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting by January 1, 2007.

The full text of these Executive Orders can be found on the Governor's Web site, [www.ct.gov/governorrell/site/default.asp](http://www.ct.gov/governorrell/site/default.asp).

## Guide for Current or Potential State Contractors

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### FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

**Office of State Ethics**  
**18-20 Trinity Street**  
**Hartford, CT 06106-1660**  
**T: 860/566-4472**  
**F: 860/566-3806**  
[www.ct.gov/ethics](http://www.ct.gov/ethics)

### **Specific Contacts:**

Questions or advice regarding the Ethics Codes: [Ethics.Code@ct.gov](mailto:Ethics.Code@ct.gov)

Lobbyist filing/reporting questions: [lobbyist.OSE@ct.gov](mailto:lobbyist.OSE@ct.gov)

Public official filing/reporting questions: [SFI.OSE@ct.gov](mailto:SFI.OSE@ct.gov)

Enforcement questions: [Ethics.Enforcement@ct.gov](mailto:Ethics.Enforcement@ct.gov)

All other inquiries: [ose@ct.gov](mailto:ose@ct.gov)

April 2008