

**REQUEST FOR PROPOSAL (RFP)**  
**UNEMPLOYMENT COMPENSATION ADMINISTRATION**



**STATE OF CONNECTICUT**  
**OFFICE OF THE STATE COMPTROLLER**  
**55 ELM STREET**  
**HARTFORD, CT 06106-1775**

## **I. STATEMENT OF OBJECTIVES**

The State of Connecticut, Office of the State Comptroller, is soliciting proposals to enter into an agreement with a contractor qualified to administer the State of Connecticut Unemployment Compensation Program. The contractor will be thoroughly knowledgeable in Connecticut Unemployment Compensation laws and in responding to the RFP must fulfill the defined expectations in this RFP. The contract will be effective for a three-year period beginning April 1, 2010, and ending March 31, 2013.

## **II. BACKGROUND**

The Comptroller has contracted for the services of an administrator for its Unemployment Compensation Program since 1987, pursuant to Connecticut General Statute Section 3-117a. The selected administrator reports to the Healthcare Policy & Benefit Services Division, Employee Benefits Unit and will not operate as an independent agent unless specifically requested by the Division.

## **III. SCOPE OF WORK**

The Comptroller's Office will utilize the services of the contractor to administer and manage the Unemployment Compensation claims filed by State employees and to provide counseling and to represent the State at all administrative hearings involving such claims.

### **A. Scope**

Contractor will provide administration and management of the Unemployment Compensation claims filed by State employees and counseling to and representation of the State at all administrative hearings involving such claims.

### **B. Organization**

The day-to-day administration and management of the State's Unemployment Compensation claims shall be conducted by the Contractor and shall provide the State with the full client services to be provided hereunder and representation at administrative hearings on the Unemployment Compensation claims.

### **C. Contractor Responsibilities**

#### **1. State's Agent for Unemployment Compensation Claims**

The Contractor shall be the State's agent for notices of all Unemployment Compensation claims filed by State employees. The Contractor shall do all things necessary to establish itself as the agent of record for the State with the Employment Security Division (ESD) of the State Labor Department in order to facilitate and expedite notice and representation of Unemployment Compensation claims to the State.

## **2. Unemployment Compensation Claims Administration**

Upon receipt of the initial Unemployment Compensation claim notice issued by ESD, the Contractor shall examine the employee separation data files to determine the reason for separation and shall conduct any other necessary investigation to establish the existence of any other current Unemployment Compensation claims for the claimant.

The Contractor shall develop a response (protest) to the claim on behalf of the State and forward the same to the ESD within the time permitted by law.

The Contractor shall enter the claim and all supporting data produced as the result of Contractor's investigation into the computer claim data base maintained by Contractor.

Upon receipt of a determination of an Unemployment Compensation claim by the ESD, the Contractor shall make a timely review of the determination. If the determination is favorable to the State, the Contractor shall update the status of the claim in Contractor's data base. In the event the ESD approves the Unemployment Compensation claim, the Contractor shall consult on a timely basis with the appropriate personnel of the employing agency to obtain any required additional information or to clarify any points that have developed since the hearing on the claim. Unless new information is developed which indicates that the determination should not be appealed, the Contractor on behalf of the State shall file a timely appeal. The Contractor shall update its data base to reflect each appeal. Upon the conclusion of the appeal process the Contractor shall notify the employing State agency of the final disposition of the claim.

## **IV. EXPECTED RESULTS**

The contractor is expected to respond to the following requirements:

- A. Evaluate all pertinent State personnel handbooks and Unemployment Compensation procedures; determine the best method of coverage under the law.
- B. Processing and storage of employee payroll and separation data.
- C. Processing of all unemployment claim forms; responding promptly and accurately to all claim inquiries.
- D. Protesting all questionable claims and improper determinations.
- E. Auditing the claimant's eligibility, the State's liability, and the benefit period for each claim.
- F. Counseling and representation at all levels of unemployment compensation administrative appeal hearings, including appearing at first level hearings where in consultation with the agency it is deemed prudent to protect the State's interest.
- G. Auditing all benefit charges assessed against the State and protesting all improper charges.
- H. Ensure that all disqualifications are fully enforced.
- I. Production and appropriate distribution of management reports.
- J. Provide unemployment compensation claims procedure manuals for State of Connecticut management personnel.

- K. Implement cost control programs to reduce unemployment compensation costs. Make written and verbal recommendations to reduce unemployment compensation costs.

**V. LEVEL OF ACTIVITY**

The State experienced the following during Fiscal Years ending June 30, 2007, June 30, 2008 and June 30, 2009:

	<b>2007</b>	<b>2008</b>	<b>2009</b>
Separations Received	2,119	2,761	3,305
Claims Processed	2,247	2,382	2,896
Claims Protested	406	301	448
Appeals Filed	29	33	54
Hearings Scheduled	106	102	125
2 <sup>nd</sup> Level Appeals Filed	3	7	10
Pending Claims as of 1/10/10	N/A	N/A	180

**VI. PROPOSAL SUBMISSION REQUIREMENTS**

- A. **Conformance** - All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.
- B. **Communication Blackout Period** – Any communications with the Office of the State Comptroller or any person representing the Office of the State Comptroller concerning this RFP are strictly prohibited, except as permitted by the RFP. Any violation of this prohibition by the Proposers or their representatives may result in disqualification or other sanctions, or both.
- C. **Notice of Intent to Bid** — **The notice of intent to bid (Exhibit 1) will be due at the offices of the HPBSD by 2:30 p.m. on Monday, February 1, 2010. Notice of Intent to Bid must be submitted via email to [osc.rfp@po.state.ct.us](mailto:osc.rfp@po.state.ct.us) or by fax at (860) 702-3556.**

**No bids will be accepted from Contractors that fail to submit a Notice of Intent to Bid.**

In the notice, the Contractor must provide an email address for communication of information about the RFP, answers to questions submitted by Contractors, and other matters about the Contractor selection process.

- D. Contractors who may have questions regarding the proposal must submit them in writing addressed to the screening committee at: [osc.rfp@po.state.ct.us](mailto:osc.rfp@po.state.ct.us) by **4:30 p.m. on Wednesday, February 3, 2010**. It is expected that the screening committee will provide responses to those questions submitted by the deadline date by **4:30 p.m. on Tuesday, February 9, 2010**.

- E. **Delivery of Responses** —The Contractor shall submit **an original plus four (4) copies** of its proposal in loose-leaf binders. The original must include **two (2) electronic copies on CD/DVD format** of all materials submitted in response to the RFP.
- F. RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the proposal is due. The name and address of the Contractor must appear on the envelope. FAX responses are not acceptable.
- G. Proposals shall be submitted to:

STATE OF CONNECTICUT  
Office of the State Comptroller  
**Attention: Sarah Ormerod**  
**Business Services Office**  
55 Elm Street  
Hartford, CT 06106

- H. No phone calls will be accepted relative to this RFP.
- I. Final proposals must be in writing and received before **2:00 p.m. on Friday, February 26, 2010.**
- J. **Structure of Proposals.** Contractors must structure the responses as outlined below:

**1. Title Page**

The title page should indicate the date, subject, name(s) and title of Contractor, address(es), e-mail address, telephone and fax number(s) of the Contractor and/or individual(s) responsible for responding to this request.

**2. Signature of Responsible Persons**

The proposal must be signed by an authorized official. The proposal must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind the Contractor, and for those who may be contacted for the purpose of clarifying the information provided.

**3. Offices**

A description of the Contractor's office that would support the contractual services, including its geographic location, staffing level, the background, experience, and qualifications of personnel, as well as other available resources.

**4. Organizational Structure**

A general description of the Contractor's organization, including the legal structure (corporation, partnership, franchise, etc.), the number of professional and support

staff employed and the primary business functions (benefits consulting, actuarial consulting, asset management, insurance provider, etc.).

## **5. Experience**

A description of the Contractor's experience specific to the services requested in this RFP, including the relevant experience of the staff/principal(s) who would be assigned to this project. List all comparable governmental agencies, corporations, and organizations that the staff members designated for the engagement of services sought by this RFP have provided these services to within the past two (2) years, specifying those with a unionized workforce. In addition, the listing should include the number of years that the Contractor has been retained by comparable governmental agencies, corporations, and organizations to provide such services. Contractors are encouraged to identify other experience, factors, or strengths that they possess which may assist the Comptroller in its selection process.

## **6. References**

Names, addresses, and phone numbers of individuals who can serve as references. References should be managers and union officials who have worked directly with the Contractor in engagements relevant to the scope of the work proposed in the RFP.

## **7. Computer Systems**

Description of on-site computer system Contractor will be using.

## **8. Backup Equipment**

Description of alternative backup for all equipment which may be used by Contractor.

## **9. Subcontracts**

Identification of the subcontractor(s), if any, to be utilized in meeting the service requirements of this RFP and a listing of the specific tasks to be assigned to the subcontractor(s).

## **10. Recommended Work Plan**

A statement of the Contractor's capacity to provide each of the deliverables specified in Section III of this RFP within the expressed time frame.

## **12. Work Samples and Reporting Capability**

A sample of any relevant publications, reports, policy and procedural recommendations, memoranda, etc. from previous consulting engagements that the Contractor transmits to clients on a regular basis concerning the scope of work proposed in this RFP. Include information about website capability and customizable

reports and available data that can be provided to the State.

### **13. Fee Structure**

Provide aggregate hourly and per diem rates, along with the total maximum, not to exceed cost estimate. The State is not responsible for any costs incurred by any party in responding to this RFP.

The State of Connecticut is exempt from the payment excise, transportation, and sales tax imposed by the Federal Government and the State; accordingly, such taxes must not be reflected in the proposed price.

### **14. Conflict of Interest**

Disclose any current or past (within the last ten years) business relationships which may pose a conflict of interest.

### **15. Regulatory Issues**

Disclose any regulatory problems experienced in the past ten years.

### **16. Affirmative Action**

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 consider certain factors when reviewing the bidder's qualifications under the contract compliance requirements.

By submitting a bid, the Contractor is acknowledging that it has reviewed the applicable statutes and regulations as noted above and is aware of the factors that will be considered by the Commission in this area. More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at [www.state.ct.us/chro](http://www.state.ct.us/chro) under "Contract Compliance." The Contractor must complete and submit the CHRO's *Workforce Analysis Affirmative Action Report-State Contractors* form (attached) with the proposal.

### **17. Gift and Campaign Certification**

The Contractor is required by the Office of the State Comptroller to provide an affidavit detailing campaign contributions and any gifts, as that term is defined in

Section 1-79(e) of the Connecticut General Statutes, given to officers or employees of the OSC for the two year period preceding the issuance of the RFP.

#### **18. Consulting Affidavit Form.**

The affidavit is required to be submitted as part of the contractor's response (See Attached Form).

#### **19. Executive Summary**

At the Contractor's option, an Executive Summary may be included in the Proposal.

#### **20. Redacted CD/DVD**

The Contractor must submit 2 electronic copies of its proposal from which all materials asserted to contain trade secrets or confidential commercial information and exempt from disclosure under Connecticut's Freedom of Information Act have been redacted.

### **VII. TERMS AND CONDITIONS**

Any Contractor responding to this RFP must be willing to adhere to the following conditions and must so state in its submission:

- A. **Acceptance or Rejection by the Comptroller** - The Comptroller reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will remain sealed until the deadline for submission has passed.
- B. **Conformance with Statutes** - Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut (see sample State contract attached).
- C. **Ownership of Proposals** - All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Section 1-19 of the Connecticut General Statutes (Freedom of Information).
- D. **Ownership of Subsequent Products** - Any product, whether acceptable or unacceptable, developed under the contract awarded as a result of this RFP is to be the sole property of the State unless otherwise stated in the RFP or contract.
- E. **Availability of Work Papers** - All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.
- F. **Timing and Sequence** - Timing and sequence of events resulting from this RFP will ultimately be determined by the Comptroller.
- G. **Stability of Proposed Prices** - Prices quoted by Contractors must be valid for a period of one hundred eighty (180) days from the due date of the proposal.



- H. **"Not to Exceed" Quotations** - All cost estimates will be considered as "not to exceed" quotations.
- I. **Exclusion of Taxes from Prices** - The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and the State. Such taxes must be excluded from quoted prices.
- J. **Prohibition of Commissions** - The State of Connecticut will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process or during the term of the proposed contract.
- K. **Oral Agreements** - Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
- L. **Amending or Canceling Requests** - The Comptroller reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of the State.
- M. **Rejection for Default or Misrepresentation** - The Comptroller reserves the right to reject the proposal of any Contractor which is in default of any prior contract or for misrepresentation.
- N. **State's Clerical Errors in Awards** - The Comptroller reserves the right to correct inaccurate awards resulting from its clerical errors.
- O. **Rejection of Qualified Proposals** - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- P. **Contractor Presentation of Supporting Evidence** - A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- Q. **Changes to Proposal** - No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the Comptroller may be required at the Contractor's expense.
- R. **Collusion** - By responding, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud.
- S. **Freedom of Information** – After the contract is awarded all materials associated with this RFP and the eventual contract may be subject to disclosure under the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. **Any Contractor who submits matter that the Contractor in good faith determines to contain trade secrets or confidential commercial or financial information must provide two redacted copies of its RFP response in electronic format (CD or DVD), which may be disclosed without objection in the event that the State receives a FOIA request for its proposal.**

The State of Connecticut is not responsible for any costs incurred by any party in responding to this RFP.

## **VIII. EVALUATION OF PROPOSALS**

Each Proposal will be evaluated by a screening committee against the following criteria to determine which contractor is most capable of implementing the State's requirements.

- A. The benefit of the product or service to state employees and retirees.
- B. The price or rate of the product or service including its competitiveness of proposed cost.
- C. The skill, ability, competence and integrity of the Contractor and Contractor's personnel to deliver such product and service including the Contractor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort.
- D. The past performance of the Contractor. In considering past performance, the screening committee will evaluate the skill, ability and integrity of the applicant in terms of the applicant's fulfillment of past contract obligations, and experience or lack thereof in delivering the same or similar products and services.
- E. At the Comptroller's option, presentation to a screening committee.
- F. Any other information which the screening committee or the Comptroller deems necessary.

**EXHIBIT 1**

**INTENT TO BID FORM**

*Please fill out the Intent to Bid Form and fax it to 860.702.3556 or email a PDF of the completed form to [osc.rfp@po.state.ct.us](mailto:osc.rfp@po.state.ct.us).*

**Note: This form must be received by 2:30 PM on February 1, 2010  
to be considered for selection.**

*Attention to: Unemployment Compensation RFP*

Plan Sponsor Name: **The STATE OF CONNECTICUT**

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

Authorized Personnel: \_\_\_\_\_

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

**This is to confirm that we have received the Request for Proposal for the State of Connecticut.**

**We wish to advise you that we      will      will not submit a proposal to provide:**

**Unemployment Compensation Claims Management.**

**We are not submitting a proposal because**

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Signature of this form presents your intent to bid.

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

*Email address:* \_\_\_\_\_

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

STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER

Notice to Proposers

**Please be advised that the Office of the State Comptroller requires that each Proposer fill out sections 2, 3, 4, and 5 of the following Standard Contract and Conditions and return the completed document with their proposal.**

**OSC Standard Contract and Conditions**  
**SECTION 1**

This Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ of \_\_\_\_\_, 2009 ("Effective Date") by and between the State of Connecticut by and through the Office of the State Comptroller ("Comptroller"), and \_\_\_\_\_ ("Contractor") under the authority of Conn. Gen. Stat. Sections 3-112.

**SECTION 2**  
**CONTRACT PERIOD AND DEFINITIONS**

This Agreement shall begin effective (start date) and shall expire on (end date), and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than (hereinafter "end date").

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

**SECTION 3**  
**NOTICE OF CHANGE AND TERMINATION**

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

Comptroller: Office of the Comptroller  
55 Elm Street  
Hartford, CT 06106  
Attention: Business Services Office

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

If for any reason, the Contractor shall fail to fulfill in a timely manner and proper manner its obligations under this Agreement, the Comptroller shall thereupon have the right to terminate

this Agreement by giving written notice to the Contractor of such termination and the reason therefore specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all records and data prepared by the Contractor under this Agreement shall become available for audit. The Contractor shall not be relieved of liability to the Comptroller for damages sustained by the Comptroller by virtue of any breach of the Agreement by the Contractor, and the Comptroller may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages to the Comptroller is determined.

The Comptroller or the Contractor may terminate this Agreement for any time by giving at least 60 days notice in writing to the other party. If the agreement is terminated by the Comptroller as provided herein, all fees earned up to the date of termination pursuant to \_\_\_\_\_ shall accrue and be paid to the Contractor.

#### **SECTION 4 SPECIFICATION OF SERVICES**

*(Insert Outline of Work)*

#### **SECTION 5 COST AND SCHEDULE OF PAYMENTS**

The COMPTROLLER shall pay the CONTRACTOR a total sum not to exceed \_\_\_\_\_ for services performed under this AGREEMENT.

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the Comptroller.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the Comptroller.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses.

Such expenses may include, but are not limited to: mileage @ 50.5 cents per mile; costs of travel including airfare and hotels, and office expenses such as, phone calls, copying, postage and

package delivery incurred in connection with the service pertaining to this AGREEMENT. All expenses will be reimbursed at cost.

## **SECTION 6 OTHER CONDITIONS**

### **A. Entire Agreement**

This Agreement embodies the entire agreement between the Comptroller and the Contractor on matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties and where applicable approved by the Office of the Attorney General. The Contractor's proposal response was used as determinative in the request for proposal process that resulted in this Agreement.

### **B. Changes in Service**

When changes in the services are required or requested by the Comptroller, Contractor shall promptly estimate their monetary effect and so notify the Comptroller. No change shall be implemented by Contractor unless it is approved by the Comptroller in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the Comptroller determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the Comptroller will mutually agree in writing to an equitable adjustment.

### **C. Independent Contractor**

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the Comptroller hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the Comptroller, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

### **D. Laws and Regulations**

The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Agreement that it shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.



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

To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Contractor shall provide written notice to the State of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Agreement.

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

#### E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any Comptroller approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the Comptroller promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The Comptroller may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Comptroller to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the Comptroller for any economic detriment caused the Comptroller by such subcontract arrangement.

Contractor shall, if requested to do so by the Comptroller, reassign from the Comptroller's account any employee or authorized representatives whom the Comptroller, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the Comptroller shall give ten (10) days notice to Contractor of the Comptroller's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the Comptroller that the employee should not be reassigned; however, the Comptroller's decision in its sole discretion after such five (5) day period shall be final. Should the Comptroller still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the Comptroller's account.

#### F. Conflicts, Errors, Omissions, and Discrepancies

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the Comptroller for clarification. The Comptroller shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the Comptroller shall be at Contractor's risk.

#### G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, the Comptroller, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

#### H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the Comptroller.

#### I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the Comptroller at all times, and Contractor shall furnish all information concerning the services.

The Comptroller or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The Comptroller will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the Comptroller's request, the Contractor shall provide the Comptroller with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the Comptroller's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the Comptroller and shall make them available for inspection and audit by the Comptroller.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the Comptroller, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

## J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the, State of Connecticut, the Comptroller, its officers and employees. The State of Connecticut shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

<u>Coverage:</u>	<u>Minimum Amounts and Limits</u>
1. Workers' Compensation	Connecticut Statutory Requirements
2. Employer's Liability	To the extent included under Workers' Compensation Insurance Policy
3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:	
a. Bodily Injury Insurance meeting Connecticut statutory requirements;	
b. Property Damage Insurance meeting Connecticut statutory requirements;	

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Comptroller at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the Comptroller prior to cancellation, termination or alteration of said policies of insurance.

## K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Comptroller or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

## L. Promotion

Unless specifically authorized in writing by the Comptroller, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the Comptroller, or the seal of the Comptroller:

1. In any advertising, publicity, promotion; nor

2. To express or imply any endorsement of the Contractor's products or services; nor

To use the names of the Comptroller, its officials or employees or the Comptroller seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted by the Comptroller, provided however, the use of the Comptroller seal shall require specific and express permission from the Secretary of the Comptroller.

#### M. Confidentiality

All data provided to Contractor by the Comptroller or developed internally by Contractor with regard to the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the Comptroller or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the Comptroller of the need for the disclosure and will not disclose absent consent from the Comptroller.

#### N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the Comptroller in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the Comptroller in Section 3 of this Agreement.

#### O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

#### P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the Comptroller upon notice to the Contractor. Contractor warrants that it will hold the Comptroller harmless from any liability which may be imposed upon the Comptroller as a result of any failure of the Contractor to be in compliance with this Act.

#### Q. Non-Discrimination and Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Non-Discrimination -The Contractor agrees to the following provisions required pursuant to 4a-60a of the Connecticut General Statutes:

For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons. (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are member of a minority, as such term is defined in subsection (a) of Connecticut General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action – equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining

agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Connecticut General Statutes sections 46a-68e and 46a-68f and with regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission and permit access to pertinent books, records and accounts, concerning the works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprise as subcontractors and suppliers of materials on employment practices and procedures of this Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices: affirmative advertising, recruiting; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Contractor shall include the provisions of subsection \_\_\_\_\_ of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by Connecticut General Statutes, Section 46a-51p, the Contractor agrees to the following provisions required pursuant to Section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or

understanding, and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and Section 46a-56 of the Connecticut General Statutes.

The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on any subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non compliance in accordance with Section 46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

#### T. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other.

#### U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

#### V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

#### W. Third Parties

The Comptroller shall not be obligated or liable hereunder to any party other than the Contractor.

#### X. Non Waiver

In no event shall the making by the Comptroller of any payment to the Contractor constitute or be construed as a waiver by the Comptroller of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the Comptroller while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Comptroller in respect to such breach or default.

Y. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the Comptroller, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Agreement as if the summary had been fully set forth in the Contract. (See Attachment A, attached hereto and incorporated by reference herein.)



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

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-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.

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**INSTRUCTIONS AND OTHER INFORMATION**

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

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

## 2) Description of Job Categories (as used in Part IV Bidder Employment Information)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

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

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

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

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

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

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

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

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

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

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

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

### 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I – Bidder Information

Company Name Street Address City, State & Zip Chief Executive	Bidder Federal Employer Identification Number _____ OR Social Security Number _____
Major Business Activity (Brief Description)	Bidder Identification (Response optional/definitions on page 1)  -Bidder is a small contractor. Yes____ No____ -Bidder is a minority enterprise. Yes____ No____ (If yes, check ownership category)  Black____ Hispanic____ Asian American____ American Indian/Alaska Native____ Iberian Peninsula____ Individual(s) with a Physical Disability____ Female____
Bidder Parent Company (If any)	-Bidder is certified as above by the State of CT? Yes____ No____  DAS Certification Number _____
Other Locations in CT (If any)	

## PART II - Bidder Nondiscrimination Policies and Procedures

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

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes_____ No_____
1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business Enterprise. (Defined on page 1; use additional sheets if necessary.)
1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?
Yes_____ No_____

## Part IV – Bidder Employment Information

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/ Engineering											
Office & Admin. Support											
Bldg/Grounds Cleaning/Maint.											
Construction & Extraction											
Installation, Maint. & Repair											
Material Moving Workers											
Production Operations											
TOTALS OF ABOVE											
Total One Year Ago											

FORMAL ON THE JOB TRAINEES (ENTRE FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

Apprentices											
Trainees											

**\*NOTE:** Job Categories can be changed or added to (EX. Sales can be added or replace a category not used in your company).

**PART V – Bidder Hiring and Recruitment Practices**

1. Which of the following recruitment sources are used by you? (Check yes or no and report percentage used.)				2. Check (X) any of the below listed requirements that you use as a hiring qualification.		3. Describe below any other practices or actions that you take which show that you hire, train and promote employees without discrimination.
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisements					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal recommendation	
Minority/Community Organizations					Height or weight	
Other (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

**CERTIFICATION** (Read this form and check your statements on it CAREFULLY before signing).

I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the Connecticut General Statutes.

Signature	Title	Date Signed	Telephone

**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.

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**  
**Office of the State Comptroller**  
*Campaign Contribution Certification*

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

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

<hr/>	<hr/>	<hr/>
Signature	Print Name	Date

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Commissioner of the Superior Court/  
Notary Public

**State of Connecticut**  
**Office of the State Comptroller**  
*Gift Certification*

Pursuant to Sections 4-250 and 4-252 of the General Statutes a Gift Certification must accompany all state contracts with a value in excess of \$50,000.00 in a fiscal or calendar year.

I \_\_\_\_\_, (name and title) am authorized to execute the attached contract on behalf of \_\_\_\_\_ (the "Contractor"). I hereby certify that between \_\_\_\_\_ (date of RFP) and \_\_\_\_\_ (date of execution) neither I, nor principals or key personnel or any agent of the forgoing who participated directly, extensively and substantially in the preparation of this response to the request for proposal or the subsequent negotiation of this contract following the award have given a gift as defined by Section 1-79(e) of the general statutes as amended, including a gift in celebration of a major life event as defined in Section 1-79(e)(12) of the general statutes or any item of value (in excess of \$10.00) for which full payment has not been made, to a state official or employee of the Office of the State Comptroller who participated directly, extensively and substantially in preparation of bid solicitation or request for proposals for this contract, except the gifts listed below:

Name of Recipient	Date of Gift	Value of Gift	Description	By whom Given
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In addition, neither I, nor any principals or key personnel or any agent of the foregoing knows of any action by \_\_\_\_\_ (company name) to circumvent the prohibition on gifts to any such public official or employee by providing for other principals, key personnel, officials, employees or agents of the Contractor to give a gift in violation of the Ethics Code.

The Contractor has made its bid on this contract 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.

_____ Signature	_____ Print name	_____ Date
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Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**State of Connecticut**  
**Office of the State Comptroller**  
*Consulting Agreement Affidavit*

*Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.*

The bidder or vendor 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. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

I, \_\_\_\_\_, (name and title) hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below: **Attach additional sheets if necessary.**

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No      Is the Consultant a former state employee or public official?

*If yes, provide the following information about the former state employee or public official:*

- Former Agency:
- Date Such Employment Terminated:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

**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.

**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**  
**20 Trinity Street Hartford, Connecticut 06106—1628**

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.

## CERTIFICATION

*(By individual contractor regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

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 #, if available, or general description of goods or services to be provided*

In order to induce the State to consummate said contract, I hereby certify that I support  
the nondiscrimination agreements and warranties required under Connecticut General  
Statutes § 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.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

Effective June 25, 2007

## CERTIFICATION

*(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

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

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

laws of \_\_\_\_\_, do hereby certify that the following is a true and correct  
*State or Commonwealth*

copy of a resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the governing  
body of \_\_\_\_\_, in accordance with all of its documents of  
*Name of Entity*

governance and management and the laws of \_\_\_\_\_, and further  
*State or Commonwealth*

certify that such resolution has not been modified, rescinded or revoked, and is, at  
present, in full force and effect.

**RESOLVED:** That \_\_\_\_\_ hereby adopts as its  
*Name of Entity*  
policy to support the nondiscrimination agreements and warranties required under  
Connecticut General Statutes § 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, as those statutes may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
*Signature*

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

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

Effective 08/02/07

Guide to the Code of Ethics  
For Current or Potential  
State Contractors  
2010

## 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 the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

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 in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of 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**  
**860/263-2400**  
**[www.ct.gov/ethics](http://www.ct.gov/ethics)**

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

**G. Kenneth Bernhard, Chairperson** (through September 2011)  
**Thomas H. Dooley, Vice Chairperson** (through September 2012)  
**Ernest Abate** (through September 2011)  
**Kathleen F. Bornhorst** (through September 2012)  
**Rebecca M. Doty** (through September 2011)  
**General David Gay, (ret.)** (through September 2013)  
**Dennis Riley** (through September 2013)  
**Winthrop Smith, Jr.** (through September 2013)  
**Shawn T. Wooden** (through September 2013)

## Guide for Current or Potential State Contractors

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## 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, and otherwise enforces 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 **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

#### Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- 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* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$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 \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted 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* – Restricted 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 restricted 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 \$49.99 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 something of \$10 or more in 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). A courtesy form is available for this notification on the OSE’s Web site, in the “Forms” section.

## 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 are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

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.

### 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 coach 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 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. Likewise, such businesses may not hire those employees. 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 his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. 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; and
- 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 to the State Treasurer's campaign, you may be prohibited from contracting with the Office of the Treasurer. 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 860-256-2940 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 860-256-2940 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 Connecticut Office of Policy and Management.

### **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.

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 in this guide 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 Legal Division of 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: 860/263-2400**  
**F: 860/263-2402**  
**[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)

January 2010

**COMPTROLLER'S AFFIRMATION OF RECEIPT OF**  
**SUMMARY OF STATE ETHICS LAWS**

This form is mandatory and must be completed, signed and returned to the Comptroller's Office before your bid can be considered by the Comptroller's Office.

The undersigned, as a duly authorized officer of the company/firm bidding/negotiating the attached contract, affirms (1) receipt of the summary of State ethics laws for contractors, (2) that key employees of the company/firm have read and understand the summary and (3) that company/firm agrees to comply with the provisions of State ethics laws.

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Principal Address

\_\_\_\_\_  
FEIN/SSN



## GUIDANCE FOR VENDOR AUTHORIZATIONS

Contracts must be accompanied by appropriate vendor documentation evidencing the following three things: (1) the authority of the vendor to enter into contracts; (2) the authority of a particular officer to execute contracts on behalf of the vendor; and (3) that the officer signing for the vendor in fact holds the office that he/she purports to hold. "Appropriate vendor documentation" usually involves a **certificate from the Secretary** or other appropriate officer of the vendor setting forth a copy of a resolution. Sample form certificates are included below. Sometimes getting this certificate is not possible, in which case please note:

a. **In lieu of the secretary's certificate**, vendors must submit (1) a current certified copy of the applicable section of the corporation's bylaws which authorize the execution of contracts by the signing officer and (2) a current certification that the signing officer in fact holds that office. Established companies may have adopted these bylaws or resolutions years earlier. These bylaws or resolutions may even provide that the authority shall be as set forth in some sort of "company plan," in which case we need a certified copy of the plan or the relevant portion of the plan.

b. **In lieu of the secretary's certificate or bylaws**, the vendors must include a certified copy of the minutes of their governing bodies (like the board of directors), which must specifically authorize the officer signing the agreement to execute it. This often is unavailable and it is easier to obtain the above secretary's certificate.

c. **LLCs**, which do not have boards of directors, must submit a **unanimous consent** from all members or managers or 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 member/manager has duly (that is, in accordance with the management agreement or operations agreement) delegated signatory authority to the signing party. Some management agreements and operations agreements place certain restrictions on the authority of a member/manager to bind the LLC. For example, sometimes the agreements require that a majority of managers/members act jointly. We won't be aware of these or any other limitations unless we receive a certified copy of the relevant portions of the agreement.

d. **Partnerships**, like LLCs, 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.

e. Some companies don't hold board meetings to approve every contract that they sign, especially if the value is low. In that case, use "a" above for guidance.

f. If the company can't find the bylaws or resolutions or can't get the appropriate certificate, then ask them for a formal "legal opinion" from their attorney attesting to the authority of the

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company to enter into the transaction and the officer's ability to bind the company. An opinion from outside, private counsel is preferred over one from in-house counsel, but either will do.

The following are sample authorizations forms designed for different entities which can be modified, but each of which must accomplish the three things enumerated in the first paragraph above. For a corporation, use **EITHER** Form "AA" or "BB." For a partnership use **EITHER** Form "CC" or "DD." For an LLC, use **EITHER** Form "EE" or "FF." The last form, Form GG, is a sample legal opinion and any legal opinion obtained must include the listed items at a minimum.

Agencies need not obtain a new vendor authorization if the vendor provides a copy of one that is less than one year old. However, the agency must obtain an incumbency certificate, dated no more than 30 days prior to the execution of the agreement, which affirms that the officer signing the agreement in fact holds that office. Form HH is a sample incumbency certificate.

FORM GG

DATE

NAME

TITLE

AGENCY

STREET ADDRESS

CITY AND STATE

Re: PROCUREMENT

Opinion Letter

Dear SALUTATION:

I have acted as corporate counsel to VENDOR and have the authority to deliver this opinion letter. In my capacity as such counsel I have reviewed or am familiar with VENDOR'S authorizing resolutions, by-laws, incorporation documents and draft \_\_\_\_\_ Agreement (the "Agreement") with the State of Connecticut. Based upon the foregoing, I am of the opinion that:

1. VENDOR is authorized to transact business in the State of Connecticut.
2. VENDOR has the corporate power and authority to execute and deliver ("contracts" or "the Agreement").
3. The Board of Directors has authorized VENDOR to enter into ("contracts" or "the Agreement").
4. OFFICER NAME, as OFFICER TITLE of VENDOR, has the requisite power and authority to execute ("contracts" or "the Agreement") on behalf of and to bind VENDOR accordingly.

Sincerely,