

**CONNECTICUT RETIREMENT SECURITY BOARD  
REQUEST FOR PROPOSAL  
FOR**

**GENERAL CONSULTING, MARKET ANALYSIS, PROGRAM DESIGN, AND  
FINANCIAL FEASIBILITY CONSULTING SERVICES**

**TABLE OF CONTENTS**

<b>I. STATEMENT OF OBJECTIVES.....</b>	<b>2</b>
<b>II. BACKGROUND INFORMATION .....</b>	<b>2</b>
<b>III. SCOPE OF SERVICES.....</b>	<b>4</b>
<b>IV. SELECTION PROCESS AND SCHEDULE .....</b>	<b>6</b>
<b>V. PROPOSAL SUBMISSION REQUIREMENTS.....</b>	<b>6</b>
<b>VI. EVALUATION OF PROPOSALS.....</b>	<b>15</b>
<b>VII. TERMS AND CONDITIONS.....</b>	<b>15</b>
<b>VIII. COMPTROLLER STANDARD CONTRACT AND CONDITIONS</b>	
<b>IX. STATE CONTRACT COMPLIANCE REQUIREMENTS</b>	

## CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL

### I. STATEMENT OF OBJECTIVES

The State of Connecticut, Office of the State Comptroller (“the Comptroller”), on behalf of the Connecticut Retirement Security Board (“the Board”), is seeking proposals from qualified vendors to provide general consulting, market analysis, program design, and/or financial feasibility consulting services to the Board.

This Request for Proposal (“RFP”) will define the scope of the work to be performed, the requirements for submission, the method for response, and the administrative requirements that must be followed. The contract period will commence on or about March 16, 2015 and expire on February 29, 2016.

### II. BACKGROUND INFORMATION

The Connecticut Retirement Security Board (“the Board”) was created by Public Act 14-217, which was signed by the Governor on June 17, 2014. The Board is chaired by the State Treasurer, Denise L. Nappier, and the State Comptroller, Kevin Lembo. The Board’s mandate is to conduct a market feasibility study on the implementation of a public retirement program for private sector employees who do not currently have access to an employer-sponsored retirement plan. The Board is expected to report its findings by January 1, 2016 and to develop a comprehensive proposal for implementation of such a program by April 1, 2016. The market feasibility study will include a market analysis, recommend a program design based on the results of such market analysis, and then examine the financial feasibility of the program based on both the market analysis and recommended program design.

#### Statutory Goals and Design Features

Public Act 14-217 set forth the following statutory goals and design features for the implementation plan:

- a. An increase in access to and enrollment in quality retirement plans without incurring debts or liabilities to the state;
- b. A reduced need for public assistance through a system of prefunded retirement income;
- c. A minimal need for financial sophistication in plan participants;
- d. The promotion of transparency and accountability in the management of the retirement funds through oversight, regular reporting to plan participants and ethics review of plan fiduciaries;
- e. The payment of all expenses, including employee costs, incurred to implement, maintain, advertise and administer the plan, from moneys collected by or for the trust;
- f. Plan portability through maintenance of individual retirement accounts for each plan participant;

**CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL**

- g. Low administrative costs that shall be limited to an annual, predetermined percentage of the total plan balance;
- h. The provision of an annuitized benefit with options for conversion to lump-sum payout upon retirement, spousal benefit and preretirement death benefits to enable a plan participant to bequeath assets to designated beneficiaries;
- i. An annually predetermined guaranteed rate of return and the procurement of insurance, as necessary, to guarantee the stated rate of return;
- j. Implementation of a default contribution rate and a process by which plan participants may elect to change their level of contribution;
- k. Compliance with all applicable requirements of federal and state laws, rules and regulations;
- l. Ensuring that the plan participants and the individual retirement accounts qualify for the favorable federal income tax treatment ordinarily accorded to individual retirement accounts under the Internal Revenue Code;
- m. Ensuring that the plan is not treated as an employee benefit plan under the federal Employee Retirement Income Security Act of 1974;
- n. A process to determine the eligibility of an employer, employee or any other individual to participate in the plan and to ensure mandatory participation by any qualified employer that does not offer an employer-sponsored retirement plan to its employees;
- o. A process by which a qualified employer shall credit the plan participant's contributions to his or her individual retirement account through payroll deposit;
- p. Employer immunity with regard to investment returns, plan design and retirement income paid to plan participants;
- q. A process for streamlined enrollment of potential plan participants, including automatic enrollment of each employee unless the employee chooses to opt out of participating in the plan;
- r. The dissemination of educational information concerning saving and planning for retirement to potential plan participants;
- s. The establishment of a secure Internet web site to assist qualified employers in identifying vendors of retirement arrangements that may be implemented by qualified employers in lieu of participation in the plan;
- t. Legal enforcement of employer obligations arising under the plan;

## CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL

- u. Ensuring that any assets held for the plan shall be used for the purpose of distributing individual retirement savings balances to the plan participants and paying the operational, administrative and investment costs associated with the plan;
- v. Ensuring that any amounts on deposit to be utilized in the plan shall not (A) constitute property of the state and the plan shall not be construed to be a department, institution or agency of the state, and (B) be commingled with state funds and the state shall have no claim to or against, or interest in, such funds;
- w. Ensuring that any contract entered into by or any obligation of the plan shall not constitute a debt or obligation of the state and the state shall have no obligation to any designated beneficiary or any other person on account of the plan and all amounts obligated to be paid pursuant to the plan shall be limited to amounts available for such obligation;
- x. Ensuring that the plan shall continue in existence as long as it holds any deposits or has any obligations and until its existence is terminated by law and upon termination any unclaimed assets shall return to the state; and
- y. Ensuring that the property utilized in the plan shall be governed by section 3-61a of the general statutes.

### III. SCOPE OF SERVICES

The Board is soliciting responses to this RFP from qualified vendors to conduct general consulting, market analysis, program design, and/or financial feasibility consulting services.

The Board will also accept responses from vendors who are interested in conducting only certain components as described below but not all of the study components requested in this RFP. If submitting a proposal for only certain components below, please indicate in detail the services the vendor would perform and the reason why the vendor would not be able to perform the remainder of the requested services. The Board reserves the right to award this RFP to multiple vendors by breaking up the scope of work into multiple contracts.

The contractor(s) will be expected to perform the following services:

#### 1. General Consulting:

The contractor will provide general consulting services to the Board throughout the market feasibility study process. This will include developing a timeline for each step of the market feasibility study, guiding the direction of the study based on the Board's statutory mandate, reporting to the Board on the progress of each step of the study, collaborating with any and all other contractors involved in the market feasibility study in order to combine the results of the varying study components, attending Board meetings when requested, and coordinating a final report on the results of the market feasibility study by January 1, 2016.

## CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL

In addition, the contractor will consult on and recommend best practices for establishing a secure internet website in order to assist qualified employers in identifying vendors of retirement arrangements that may be implemented by qualified employers in lieu of participation in the plan.

### 2. Market Analysis:

The market analysis will include surveys of both eligible participants and eligible employers. The survey of eligible participants will determine likely participation rates, likely contributions, and program design elements that would maximize participation. The analysis should include a stratification of participants based on age, gender, race, and income level. There should be a household component of the analysis, whereby income levels, employment, retirement savings accounts, number of dependents, and debt are studied from a household perspective, in addition to an individual perspective. Another component the analysis should include is a study on the impact of any new and relevant federal legislation on the retirement security of households within the state. The market analysis will also study eligible participants' comfort with various distribution options, the different investment vehicles and degrees of risk, as well as the anticipated rate of account closures and rollovers.

The survey of eligible employers will determine the transaction costs of certain program elements to employers, with an additional particular concentration on small employers. The survey will determine what retirement options are currently offered by small employers, the rates of participation by their employees, and the employer's interest in offering a retirement program if not already doing so. The survey will ascertain how many employers would choose to forego the offering of an employer-sponsored retirement plan, or would discontinue offering such a plan, if a state-sponsored plan were available. The analysis will also determine how many employers would currently be eligible and those employer's abilities to remit employees' contributions through their current payroll systems.

### 3. Program Design:

The contractor will recommend how best to structure and administer the plan based on the results of the market analysis. This recommendation will include what type of entity would be best positioned to administer the program. The program design will include the best methods for recordkeeping and administering the program, employers' administration responsibilities, handling payroll deductions, communicating with participants regarding their individual accounts, implementing automatic enrollment and opt-out procedures, and determining default contribution levels, automatic escalation levels, and maximum contribution levels. The contractor will recommend a process by which to determine eligibility of employers and employees to participate in the plan and to enforce mandatory participation by any qualified employer that does not offer a retirement plan to its employees. The program design will also determine the best methods for investment, including what options are offered to participants for investing, what distribution options are offered at retirement, and how to guarantee a rate of return as prescribed by the statute.

**CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL**

4. Financial Feasibility:

The financial feasibility portion of the study will determine whether the likely participation rates would be sufficient to maintain a self-sustaining trust that covers all expenses of the program as required by statute. The contractor will determine the level of funding required for implementation of the program design. The study will analyze whether or not the program design is feasible without incurring debts or liabilities to the state and with low administrative costs that will be limited to an annual percentage of the total plan balance. The study will also analyze how an annually predetermined guaranteed rate of return can be set, the cost and structure of insurance necessary to guarantee the stated rate of return, and an appropriate limit of plan funds that can be devoted to administrative costs.

**IV. SELECTION PROCESS AND SCHEDULE**

Request for Proposal Questions and Response Phase:

January 26, 2015	Release of RFP by Comptroller
January 30, 2015	Questions, if any, due at osc.rfp@ct.gov
February 4, 2015	Answers to vendor questions released
February 17, 2015	Proposals due at Administrative Services Division

Proposal Review and Proposer Selection Schedule:

February 23 & 24, 2015	Finalist Interviews, if necessary – Proposers must hold dates
March 2, 2015	Proposer Selection

**V. PROPOSAL SUBMISSION REQUIREMENTS**

All proposals must follow the required format below and address all requirements listed in the prescribed order, using the prescribed numbering system. Failure to follow the required format may result in the disqualification of a proposal.

A. Contact Information

Provide the information requested below on the title page:

- Name of Proposer
- Business Location
- Mailing Address
- Telephone Number
- E-mail Address

**CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL**

Federal Employer ID Number / Social Security Number

**B. Proposer’s Representatives**

The Proposer must designate an authorized representative and one alternate who may speak and act on behalf of the Proposer in all dealings with the agency, if necessary. Provide the following information for each individual:

Names  
Telephone Numbers  
Normal Hours of Work

**C. Transmittal Letter**

A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent the company must sign this letter. A letter of transmittal must meet the following requirements:

1. Identify the submitting organization.
2. Explicitly indicate unequivocal acceptance of all of the requirements of this RFP, the agency’s standard contract and conditions, and the State’s contract compliance requirements in their entirety, and reflect written compliance to all its requirements.
3. Bear the signature of the person authorized to obligate the organization contractually.
4. Acknowledge receipt of any and all amendments to this RFP.

**D. Table of Contents**

The Table of Contents should reference all materials required by this RFP and any additional information or material the Vendor wishes to supply.

**E. Executive Summary**

Proposers must provide an Executive Summary. This is to permit the Proposer to briefly summarize the most important aspects of each section of the Proposal. The Executive Summary must provide a high-level overview of the Proposal. The Proposer must summarize its understanding of the objectives of the State in issuing this RFP, the intended results of the study, the scope of work, and any issues which need to be addressed in this Project. The executive summary should, at a minimum, provide the following information:

1. A summary of the Proposal to provide the Comptroller with an overview of the business and project features of the Proposal.
2. Description of the key personnel to be used in providing the services.
3. Discuss the risks and concerns arising from the RFP.
4. Explain what would be needed from the Board to begin the project.

The Executive Summary shall not mention the dollar amount proposed for the Project.

F. Individual or Organizational Profile

**Qualifications** - Describe how your experience, education, and training, or special knowledge, skills, or abilities meet the required minimum qualifications of this RFP. A general description of the Proposer's organization is required, including the legal structure (corporation, partnership, franchise, etc.), the number of professional and support staff employed, and the primary business functions. Identify each employee, as well as the engagement leader, available for assignment to this engagement and provide descriptive materials relating to the professional qualifications of each employee, including the engagement leader.

Provide a listing of all retirement systems or other similar systems for which the Proposer is conducting, or has conducted in the past 5 years, market analysis, program design, and/or financial feasibility consulting services, including contact information for an individual for each such system. This listing should include the name of the retirement system, the type of retirement system, whether or not the retirement system was successfully implemented, and the number of years that the Proposer was retained to provide such consulting services. Of the staff members designated for the engagement that is the subject of this RFP, the Proposer must also identify which, if any, serve or has served as lead consultant to the retirement systems listed. In addition to the above information, Proposers are encouraged to identify other experience, factors, or strengths that they possess which may assist the Board in its selection process.

The Comptroller is particularly interested in those Proposers who have significant experience consulting for retirement systems similar in size and design to that identified in this RFP.

**Organization Chart** - If the Proposer is a firm or corporation,<sup>1</sup> provide a diagram showing the hierarchical structure of functions and positions within the organization.

**Legal Status** - If the Proposer is a firm or corporation, describe the organization's legal status (e.g., sole proprietorship, partnership, limited partnership, corporation, subchapter S corporation). Report where (in which states) the organization is registered to do business and whether it is nonprofit or profit making.

**Financial Condition** - If the Proposer is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a Proposer has been in business for less than two years, such Proposer must include any financial statements prepared by a Certified Public Accountant and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

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<sup>1</sup> If the Proposer is not a firm or corporation, such as an educational institution, please describe in detail the type of organization and its purpose. Such a Proposer need not answer the Organization Chart, Legal Status, or Financial Condition sections if not relevant to its organization.



## CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL

**References** - The respondent must provide at least three references similar in size and subject matter to the scope of the work being proposed. For each reference, please provide the following:

Name of Reference Organization

Name of Contact Person

Title of Contact Person

Telephone Number

Business Location

Mailing Address

E-Mail Address

Brief Description of Project

### G. Outline of Work

**Work Plan** - Provide a detailed, task-oriented breakdown for each activity in the Scope of Services, broken down into the components of general consulting, market analysis, program design, and financial feasibility. Proposers wishing to add activities to those specified in the Scope of Services must show the additions as separately numbered tasks.

**Methodologies** - Describe how each activity within each component will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.

**Deliverables** - List and describe the form and content of each deliverable (outcome). Include a description of the proposed method of working with the agency, the resources or services requested of the agency (if any), and the proposed method of receiving agency approval of deliverables.

**Schedule** - Include a proposed work schedule, by activity, indicating when each activity and component will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables. The Board expects that the services described in response to this RFP are generally available as of the date that responses are due. Responders must explain any exceptions.

### H. Personnel and Equipment Resources

**Staffing Plan** - Identify the personnel resources that will be assigned to each activity and component delineated in the work plan above. State the proportion of time that personnel will allocate to each task of the project.

**Key Personnel** - Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications, including related work experience. [Note: The Board must be notified in writing and in advance regarding the departure of any key personnel from the project.]

## CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL

**Contract Compliance Requirements** - Provide evidence of the Proposer's ability to meet the contract compliance requirements for one or more of the following factors: (1) success in implementing an affirmative action plan; (2) success in developing an apprenticeship program complying with §§ 46a-68-1 to 46a-68-17, inclusive, of the Regulations of Connecticut State Agencies; (3) promise to develop and implement a successful affirmative action plan; (4) submission of EEO-1 data indicating that the composition of the Proposer's workforce is at or near parity in the relevant labor market area; or (5) promise to set aside a portion of the contract for legitimate minority business enterprises.

**Computer System** – Provide a description of the on-site computer system the Proposer will be using and a description of any alternative backup for all equipment which may be used by the Proposer.

**SubProposer** – Identify the subProposer(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 subProposer(s).

### I. Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last 3 years) that may pose a conflict of interest, as defined by C.G.S. § 1-85.

Each Proposer must include in its proposal a complete disclosure of any civil or criminal litigation, investigation, or lawsuit within the last ten years or pending which involves the Proposer and a retirement system. Such disclosure will include the case caption, the docket number of the case, the court in which the litigation has been or is being conducted, and a brief statement of the nature of the litigation. Significant settlements involving the Proposer's work with retirement systems must also be disclosed. This is a continuing disclosure requirement.

### J. Work Samples

Provide a sample of any relevant publications or notifications that the Proposer transmits to clients on a regular basis concerning topical issues in the area of retirement system design.

### K. Cost Proposal

Provide a detailed cost proposal, separate from the remainder of the Proposal, with a fee structure that is itemized by activity within each component of the RFP. Proposers should include direct labor costs by employee rate and hours, indirect labor costs to include overhead and fringe benefits, travel costs, and other direct costs itemized.

Proposals must also include a total cost for each component that would be conducted by the Proposer (general consulting, market analysis, program design, and financial feasibility), as well as a total cost for all components the Proposer is interested in providing.

**CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL**

Fees proposed, whether fixed or variable, will be deemed inclusive of all expenses and all cost estimates will be considered as “not to exceed” quotations.

Fee proposals should not include start-up costs.

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

Any and all references and information relating to Cost must be contained in a document separate from the Executive Summary and Business and Technical responses. Inclusion of any cost information in any section other than the separate Cost Response is grounds for elimination.

L. Regulatory Issues

Disclose any regulatory problems experienced in the past ten years.

M. Format of Proposals and Required Information

An authorized agent for the Proposer with authority to negotiate and contractually bind the Proposer must sign the proposal; such individual’s title, address, and telephone number must also be provided. The Proposer must submit one original, one unbound, plus thirteen (13) copies of both their business proposal and their cost proposal in a sealed envelope upon which a clear indication has been made of the RFP reference title and the date and time the proposal is submitted.

Hard copies must also be accompanied by electronic PDF format on USB flash drive or CD.

Proposers are also required to submit two CD copies of the redacted proposal (see Section IV, N).

Proposals are to be submitted to:

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

Proposers who have questions regarding this RFP should submit them by email to the following address: [osc.rfp@ct.gov](mailto:osc.rfp@ct.gov) no later than **2:00 p.m.** on **Friday, January 30, 2015**. Answers to questions submitted as well as other information related to the Proposer selection process will be provided to all Proposers at the email address provided. No phone calls will be accepted relative to this RFP. Except as allowed in this RFP, vendors may not

## CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL

communicate with the Board, the Treasurer, the Comptroller, the Retirement Services Division or the Administrative Services Division about the RFP.

Any and all questions and answers to this RFP will be posted by **Wednesday, February 4, 2015** on the OSC website at <http://www.osc.ct.gov/vendor/index.html> and the Department of Administrative Services website at [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2).

Proposals must be time stamped by the Administrative Services Division as received by the Division no later than **2:00 p.m.** on **Tuesday, February 17, 2015**. This time limit will be strictly enforced and failure to submit the RFP by this date and time will result in the rejection of the RFP response.

Well-organized and concise responses are encouraged in order to facilitate the Board's assessment of the Proposal.

Some Proposers may be asked to attend an oral interview in front of the Board. Such Proposers will be notified by email to arrange the time and date for the interview.

### N. Freedom of Information Act and Confidential Information

All proposals submitted in response to this RFP are to be the sole property of the Comptroller, subject to the terms of the Connecticut Freedom of Information Act (FOIA) and its corresponding rules, regulations, and interpretations. Those particular sentences, paragraphs, pages, or sections that the Proposer believes are proprietary or confidential in nature, and therefore exempt from disclosure under the FOIA, must be specifically identified as such. If the Proposer indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Comptroller will endeavor to keep said information confidential to the extent permitted by law. The Comptroller, however, has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Proposer will have the burden of establishing the FOIA exemption in any proceeding where it is an issue. In no event will the Comptroller or the State have any liability for the disclosure of any documents in its possession which the Comptroller believes are required to be disclosed pursuant to the FOIA or other requirements of law.

The Comptroller expects that a Proposer will in good faith mark only sentences, paragraphs, sections, or pages that qualify as proprietary or confidential under the FOIA. Without waiving the proposal due date and time noted in Section 5, Subsection M of this RFP, the Comptroller reserves the right to return any proposals having the majority of their pages marked as confidential or proprietary back to the Proposer for compliance with this section.

With regard to the above Paragraph referring to the Freedom of Information Act and Confidential Information, the Proposer will submit two (2) copies of a CD of its entire proposal (including all attachments) in a PDF format with: (1) all confidential and proprietary information redacted; (2) a description of those particular sentences, paragraphs,

## CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL

pages or sections that the Proposer believes are exempt from disclosure under the FOIA; and (3) an explanation and rationale sufficient to justify each exemption. The Division will submit a copy of the CD containing the redacted proposal as necessary in response to any relevant FOIA request it receives with regard to this RFP. Failure to provide such a CD will signify the Proposer's agreement with the disclosure of all submitted information relative to a FOIA request.

### O. 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 Proposer's qualifications under the contract compliance requirements. By submitting a bid, the Proposer 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 Board 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 Proposer must complete and submit the CHRO's Workforce Analysis Affirmative Action Report-State Proposers form (attached) with the proposal.

### P. Vendor Certifications and Affidavits

Please include completed copies of the following Vendor Certifications and Affidavits, copies of which are provided in Section IX of this RFP:

- Contract Compliance Monitoring Report
- Commission on Human Rights and Opportunities Notification to Bidders
- OPM Nondiscrimination Certification
- Gift and Campaign Contribution Certification
- Consulting Agreement Affidavit
- Receipt of Summary of State Ethics Laws
- State Elections Enforcement Commission Form 10
- Iran Certification

The Bidder Contract Compliance Monitoring Report must be completed in full, signed, and included with the Proposal submitted in response to this RFP.

## CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL

The OSC and the State of Connecticut Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder's 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.

The Gift and Campaign Contribution Certification requires a signed affidavit attesting to whether or not any gifts were given to certain public officials or state employees during the two-year period preceding the submission of the proposal. If any gifts were given, provide the name of the recipient, a description of the gift, and the value and date of the gift. Also disclose in the affidavit all contributions made to campaigns of candidates for state-wide public office or the General Assembly. If any contributions were given, provide the name of the recipient, a description of the contribution, and the amount/value and date of the contribution. Go to [http://www.opm.state.ct.us/policies.htm#Office\\_Secretary](http://www.opm.state.ct.us/policies.htm#Office_Secretary) for the most current information about the affidavits.

### Q. Minimum Submission Requirements

At a minimum, proposals must (1) be submitted before the deadline, (2) follow the required format, (3) satisfy the packaging and labeling requirements, (4) be complete, and (5) include the required affidavits concerning gifts and campaign contributions. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

### R. Packaging and Labeling Requirements

All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official Agency Contact. The name and address of the Proposer must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such), an unbound copy, and thirteen (13) conforming copies of both the business proposal and the cost proposal must be submitted. The proposal must be signed by the Proposer. Unsigned proposals will be rejected. Proposals transmitted by facsimile will not be accepted or reviewed.

### S. Qualified Personnel

At all times, the Proposer will utilize approved, qualified personnel necessary to perform contracted services. The Proposer must advise the Comptroller promptly, in writing, of any personnel related occurrence(s) known to the Proposer involving their employees which may reasonably be expected to affect the Proposer's performance of contracted services. The Comptroller may then, at its option, request that the Proposer make alternate personnel arrangements to the mutual satisfaction of the parties in order to perform the services.

## VI. EVALUATION OF PROPOSALS

Each proposal will be evaluated by the Board, or the Board's designee, by component (general consulting, market analysis, program design, and financial feasibility). The following criteria will be used for each component of the study to determine which Proposer is most capable of implementing each study component (oral interviews will also be evaluated, if necessary):

### Experience and Qualifications:

The Proposer has demonstrated substantial experience with and ability to perform the services as described within the component and has demonstrated the competence of qualified personnel that will be available to perform the services. The Proposer has conducted projects similar in design, scope, and/or size. Proposers will be evaluated on their past performance, including, but not limited to, failure to meet specifications, poor quality, and late delivery.

Proposers will be evaluated on any actual, previous, or potential conflicts of interest within the past 10 years and on any past or pending litigation within the past 10 years involving the Proposer and retirement systems. Proposers will also be evaluated by the proximity of involved staff to Hartford, Connecticut.

### Work Plan and Work Schedule:

The work plan contains appropriate plan management features, including reasonable and realistic timeframes broken out for each activity. Each task or activity within the component also contains measures to determine progress and payments.

### Project Approach:

The Proposer demonstrates a comprehensive understanding of the project's purpose, as evidenced by the proposed approach and level of effort. The proposed project design contains substantial detail and is reasonable and realistic in scope.

### Cost Proposal:

The cost proposal will be scored for each component based on the total cost indicated for the component. The score will be determined as follows: the lowest cost proposal for the component will be X and that proposal will be awarded the highest number of Cost points. All other proposals will be awarded points by dividing X (the lowest cost proposal) by the other cost proposal (Y), then multiplying the result (z) by the highest number of Cost points possible (C).  
( $X / Y = z$ ;  $z * C = \text{Points awarded}$ )

## VII. TERMS AND CONDITIONS

Proposers responding to this RFP must be willing to adhere to the following conditions and ***must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.***

**CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL**

- a. All proposals in response to this RFP are to be the sole property of the Comptroller. Proposers are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations, and interpretations resulting from those laws.
- b. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- c. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the Comptroller.
- d. 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.
- e. Timing and sequence of events resulting from this RFP will ultimately be determined by the Comptroller, on behalf of the Board.
- f. The Proposer agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
- g. The Comptroller may amend or cancel this RFP, prior to the due date and time, if the Comptroller deems it to be necessary, appropriate, or otherwise in the best interests of the Board. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.
- h. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions, or changes in personnel assigned to the project must be approved by the Comptroller, on behalf of the Board, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the Comptroller. At its discretion, the Comptroller may require the removal and replacement of any of the Proposer's personnel who do not perform adequately on the project, regardless of whether they were previously approved by the Comptroller.
- i. Any costs and expenses incurred by Proposers in preparing or submitting proposals are the sole responsibility of the Proposer.
- j. A Proposer must be prepared to present evidence of experience, ability, service facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- k. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Comptroller at the Proposer's sole cost and expense.



## CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL

- l. Any price offerings from the Proposer must be valid from the due date of the Proposal until and including the signing of the actual contract.
- m. In some cases, Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the Board.
- n. The Proposer represents and warrants that the proposal is not made in connection with any other Proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that the Proposer did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the Comptroller and/or Board participated directly in the Proposer's proposal preparation.
- o. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- p. The Proposer must accept the Comptroller's standard contract language and conditions. See Comptroller Standard Contract and Conditions below.
- q. The contract will represent the entire agreement between the Proposer and the Comptroller, on behalf of the Board, and will supersede all prior negotiations, representations, or agreements, alleged or made, between the parties. The Comptroller or the State will assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by the Comptroller and the AG's Office. The contract may be amended only by means of a written instrument signed by the Comptroller, the Proposer, and the AG's Office.
- r. Rights Reserved to the Comptroller: The Comptroller reserves the right to break up the scope of the RFP and award the RFP in parts to multiple vendors. The Comptroller reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation, if the Proposer is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Comptroller also reserves the right to waive technical defect, irregularities, and omissions if, in its judgment, the best interest of the Board will be served. Proposers should be advised that all State contracts must strictly adhere to certain terms and conditions with respect to liability and litigation. The Proposer must agree that the contract will 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. Under no circumstances may a State contract contain limited liability and/or binding arbitration provisions. The State or Comptroller may not indemnify a Proposer and will not waive its sovereign immunity.
- s. The Comptroller reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Proposer and subsequently awarding the contract to another Proposer.

**CONNECTICUT RETIREMENT SECURITY BOARD – REQUEST FOR PROPOSAL**

Such action by the Comptroller will not constitute a breach of contract on the part of the Comptroller since the contract with the initial Proposer is deemed to be void ab initio and of no effect as if no contract ever existed between the Comptroller and the Proposer.

## **VIII. COMPTROLLER STANDARD CONTRACT AND CONDITIONS**

### **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.

#### **Office of the State Comptroller Standard Contract and Conditions**

#### **SECTION 1**

This Agreement (“Agreement”) is made and entered into as of the \_\_\_\_ of \_\_\_\_\_, 2015 (“Effective Date”) by and between the State of Connecticut, by and through the Office of the State Comptroller (“Comptroller”), acting on behalf of the Connecticut Retirement Security Board (“Board”), and the Contractor \_\_\_\_\_ (“Contractor”) under the authority of Conn. Gen. Stat. § 3-112.

#### **SECTION 2**

##### **CONTRACT PERIOD AND DEFINITIONS**

This Agreement will begin effective March 16, 2015 and will expire on February 29, 2016 and the duties of the Contractor as set forth in Section 4 of this Agreement must be completed by the Contractor no later than February 29, 2016 (hereinafter “end date”), at which time the parties may agree to extend the Agreement for an additional term, not to exceed two years.

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

(Insert Definition Terms Here)

#### **SECTION 3**

##### **NOTICE OF CHANGE AND TERMINATION**

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

Comptroller: Office of the State Comptroller  
55 Elm Street  
Hartford, CT 06106  
Attention: Administrative Services Division

**COMPTROLLER STANDARD CONTRACT AND CONDITIONS**

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

Any request for written notice under this Agreement must 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 fails to fulfill in a timely manner and proper manner its obligations under this Agreement, the Comptroller will 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 will become available for audit. The Contractor will 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 \_\_\_\_\_ will 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 will pay the Contractor a total sum not to exceed \_\_\_\_\_ for services performed under this Agreement.

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

The Contractor must submit invoices on a periodic basis, not less often than monthly. Invoices must, 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.

## COMPTROLLER STANDARD CONTRACT AND CONDITIONS

Invoices for deliverables will 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 must 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, must 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 will 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 supersedes all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any terms or conditions of the Agreement will be valid unless reduced to writing, 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 RFP process that resulted in this Agreement.

#### B. Changes in Service

When changes in the services are required or requested by the Comptroller, the Contractor must promptly estimate their monetary effect and so notify the Comptroller. No change will be implemented by the Contractor unless it is approved by the Comptroller in writing and, unless otherwise agreed to in writing, the provisions of this Agreement will 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, the Contractor and the Comptroller will mutually agree in writing to an equitable adjustment.

#### C. Independent Contractor

The 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. The Contractor will act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. The Contractor must furnish fully qualified personnel to perform the services under this Agreement. The Contractor will 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.

## COMPTROLLER STANDARD CONTRACT AND CONDITIONS

If applicable, the Contractor will 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 will 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 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 must 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 must be made returnable to the Judicial District of Hartford only or must be brought in the United States District Court for the District of Connecticut only, and will 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 must provide written notice to the State of any litigation that relates directly or indirectly to the services 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.

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

The Contractor will, 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 must give ten (10) days' notice to the Contractor of the Comptroller's desire for such reassignment. The Contractor will then have five (5) days to investigate the situation and attempt,

## COMPTROLLER STANDARD CONTRACT AND CONDITIONS

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 will 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 must be reassigned from the Comptroller's account.

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

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement will control.

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

### G. Indemnity

The Contractor hereby indemnifies and will defend and hold harmless the State of Connecticut, the Board, 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, and costs and expenses of whatever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of the 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 the Contractor or its employees, agents, or subcontractors.

### H. Nondisclosure

The Contractor may 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 the Contractor will be subject to the inspection and approval of the Comptroller at all times and the Contractor must furnish all information concerning the services.

The Comptroller or its representatives will have the right, at reasonable hours, to examine any books, records, and other documents of the Contractor or its subcontractors pertaining to work performed under this Agreement and the Contractor and its subcontractors will 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 must 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 must incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor will 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 must make them available for inspection and audit by the Comptroller.

**COMPTROLLER STANDARD CONTRACT AND CONDITIONS**

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 will 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 must cover all of the Contractor's activities under this Agreement and state that it is primary insurance in regard to the State of Connecticut, the Comptroller, and its officers and employees. The State of Connecticut will be named as an additional insured.

In addition, the Contractor must, 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:

<b>Coverage:</b>	<b>Minimum Amounts and Limits</b>
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 the 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;	

The requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by the Contractor are not intended to and may not in any way limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The Contractor must 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. The Certificates must 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 may be considered waived by the Comptroller or the Contractor unless provided in writing. No such waiver may 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 will have no right to use, and may not use, the name of the State of Connecticut, its officials or employees, or the seal of the Comptroller:



## COMPTROLLER STANDARD CONTRACT AND CONDITIONS

1. In any advertising, publicity, promotion; nor
2. To express or imply any endorsement of the Contractor's products or services; nor
3. To use the names of the Comptroller, its officials or employees or the Comptroller 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 requires specific and express permission from the Secretary of the Comptroller.

### M. Confidentiality

All data provided to the Contractor by the Comptroller or developed internally by the 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. The 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 the Contractor's possession during the term of this Agreement, except where disclosure of such information by the 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, the 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 must, 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 must 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, will 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. The 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. The 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

## COMPTROLLER STANDARD CONTRACT AND CONDITIONS

part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency will 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 capitol 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" may 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 or 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, Connecticut General Statutes sections 46a-68e and 46a-68f, and regulations or relevant orders 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 with such information as is requested by the Commission and to permit access to pertinent books, records, and accounts concerning the employment practices and procedures of this Contractor as relate to the provisions of this section and section 46a-56; (6) the Contractor agrees and warrants that if the contract is a public works contract, he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

## COMPTROLLER STANDARD CONTRACT AND CONDITIONS

Determination of the Contractor's good faith efforts will include, but 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 will develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Contractor must include the provisions of subsection Q 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 will be binding on a subcontractor, vendor, or manufacturer, unless exempted by regulations or orders of the Commission. The Contractor will 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, 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 with such information as is requested by the Commission and to 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 must 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 will be binding on any subcontractor, vendor, or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor will 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

## COMPTROLLER STANDARD CONTRACT AND CONDITIONS

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.

### R. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut may 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.

### S. Assignment

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

### T. Severability

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

### U. Headings

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

### V. Third Parties

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

### W. Non Waiver

In no event may 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 will in no way impair or prejudice any right or remedy available to the Comptroller in respect to such breach or default.

### X. 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.

### Y. 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.)

## **IX. STATE CONTRACT COMPLIANCE REQUIREMENTS**

The following State Affidavits and Certifications are to be included with the proposals:

- Contract Compliance Monitoring Report
- Commission on Human Rights and Opportunities Notification to Bidders
- OPM Nondiscrimination Certification
- Gift and Campaign Contribution Certification
- Consulting Agreement Affidavit
- Receipt of Summary of State Ethics Laws
- State Elections Enforcement Commission Form 10
- Iran Certification

**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

<p>Company Name Street Address City, State &amp; Zip Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ OR Social Security Number _____</p>
<p>Major Business Activity (Brief Description)</p>	<p>Bidder Identification (Response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority enterprise. Yes ___ No ___ (If yes, check ownership category)</p> <p>Black ___ Hispanic ___ Asian American ___ American Indian/Alaska Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___</p>
<p>Bidder Parent Company (If any)</p>	<p>-Bidder is certified as above by the State of CT? Yes ___ No ___</p> <p>DAS Certification Number _____</p>
<p>Other Locations in CT (If any)</p>	



**PART II - Bidder Nondiscrimination Policies and Procedures**

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

**Part III - Bidder Subcontracting Practices**

<p>1. Will the work of this contract include subcontractors or suppliers? Yes _____ No _____</p> <p>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.)</p> <p>1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes _____ No _____</p>
--

PART IV – Bidder Employment Information

Date:

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
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**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**  
**NONDISCRIMINATION CERTIFICATION – New Resolution**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

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

**CERTIFICATION OF RESOLUTION:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the governing body of \_\_\_\_\_,  
Name of Entity

in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_, and further certify that such resolution has not been modified  
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of \_\_\_\_\_ comply with the  
Name of Entity  
nondiscrimination agreements and warranties of Connecticut General Statutes  
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

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

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

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



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS:

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

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

### GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after 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:

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

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

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

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

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**









## STATE OF CONNECTICUT

### AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

#### INSTRUCTIONS:

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

#### CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

#### IMPORTANT NOTE:

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

#### AFFIRMATION:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

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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### CONTENTS

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

## Guide for Current or Potential State Contractors

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### THE OFFICE OF STATE ETHICS (OSE)

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

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

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

# 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

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

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

INSTRUCTIONS:

- CHECK ONE: [ ] Initial Certification. [ ] Amendment or renewal.

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

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

Check applicable box:

- [ ] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
[ ] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

- [ ] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
[ ] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)