



# CHEFA

November 20, 2018

To Whom It May Concern:

In accordance with Connecticut General Statutes Chapter 187 Section 10a-179(h)(4) the Connecticut Health and Educational Facilities Authority (the “Authority” or CHEFA) is requesting proposals (“RFPs”) from qualified firms wishing to provide long distance and in-state telephone services, as well as data services to the Authority. CHEFA will consider each firm’s ability to provide comprehensive, continuous quality service to the Authority, its demonstrable expertise, reputation, and fee structure. Attachments A and B outline the scope of the services to be quoted and elements your proposal must include.

We are accepting proposals from firms with established expertise in the area of telecommunications and data technology; therefore, response statements should highlight the firm’s experience in those areas. All fees should be detailed and disclosed in the response to the RFP. Any fees that may arise during the implementation of services which are not so disclosed will not be authorized for payment.

The Authority may place the telephone and data services of this RFP with separate providers. Please ensure that if you provide a bundled price for both services, you also provide pricing for each service if purchased individually. Responses that address only the data or the voice service of the RFP are welcome.

## **Responses to the RFP**

Your submission relating to the RFP should include a response to the questions and requests for information included in *Attachments A and B*, as well as the materials required by *Exhibits A, B, C, D and E*. *Please be sure to include the required undertakings set out in Attachment B in your response.*

***By submitting a response to this RFP, you agree to the inclusion of the language set forth in the attached Exhibit E in any contract entered into with the Authority in connection with this RFP.***

***If you cannot include Exhibit E, please do NOT reply to this RFP.***

## **Proposal Schedule**

Request for Proposal Issued	<b>Tuesday, November 20, 2018</b>
Proposals are due <b>no later than 5:00 p.m.</b>	<b>Friday, December 21, 2018</b>
Interviews completed <b>no later than</b>	<b>Friday, January 18, 2019</b>
Selection made <b>no later than</b>	<b>Friday, February 1, 2019</b>

## **Contracts/RFPs with Ouasi-Public Agencies**

### **1. Penalty for False Statement (C.G.S. §1-126)**

Any quasi-public agency, as defined in Section 1-120 of the General Statutes, shall require any application, agreement, financial statement, certificate or other writing submitted to such quasi-public agency with respect to any loan, mortgage, guarantee, investment, grant, lease, tax relief, bond financing or other extension of credit or financial assistance made or provided by such quasi-public agency and that provides information on which the decision of such quasi-public agency was based, to be signed under penalty of false statement as provided in Section 53a-157b of the General Statutes. CHEFA requires that proposals in response hereto be provided on the same basis.

### **2. CHEFA Gift Ban Policy (C.G.S. §§4-250 to 4-252)**

CHEFA has adopted a gift ban policy that, with very limited exceptions, prohibits the acceptance by CHEFA employees of anything of value, from parties doing business or seeking to do business with the CHEFA. In addition, pursuant to the State Code of Ethics, Members of the Board of Directors, as well as employees of the CHEFA, are subject to strict restrictions on the acceptance of gifts from parties doing business, or seeking to do business, with the CHEFA. **Please complete and sign the Gift and Campaign Certification attached as Exhibit A.**

### **3. Consulting Agreement Affidavit (C.G.S. §4a-81)**

**Please complete and sign the Consulting Agreement Affidavit attached as Exhibit B.** Please note that the affidavit must be updated under certain circumstances.

### **4. State Election Enforcement Commission Campaign Contribution and Solicitation Ban (C.G.S. §9-612(f))**

Section 9-612(f) of the Connecticut General Statutes prohibits “principals” (AND CERTAIN FAMILY MEMBERS) of State contractors and prospective State contractors from donating and soliciting certain campaign contributions. CHEFA is required to provide all prospective State contractors with a copy of the Notice to Executive Branch state Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations which has been included as Exhibit C. **Please complete and sign page 3 of Exhibit C.**

### **5. Nondiscrimination Requirements (C.G.S. Sections 4a-60 and 4a-60a)**

C.G.S. §§4a-60 and 4a-60a, as amended, require an entity or individual entering into a contract with the State or certain of its political subdivisions, including quasi-public agencies, to provide the contracting agency with a written affidavit, representation or other acceptable documentation that certifies the contractor’s compliance with the State’s nondiscrimination agreements and warranties set forth in C.G.S. §§4a-60 and 4a-60a and to periodically update such documentation. **(Please refer to the form of the required certification attached as Exhibit D.)**

## **6. Contract Language**

By submitting a response to this RFP, a Proposer agrees to the inclusion of the language set forth in **Exhibit E** in any contract entered into with CHEFA in connection with this RFP.

## **7. Freedom of Information Act**

CHEFA is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). A proposal submitted in response to this RFP, and any files or documents associated with the proposal, including e-mails or other electronic files, will be public records and subject to disclosure under the FOIA. See C.G.S. §§1-200, et seq. The FOIA includes exemptions for, among other things, “trade secrets” and “commercial or financial information given in confidence, not required by statute.” See C.G.S. §1-210(b). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the FOIA and all applicable rules, regulations and administrative decisions. If a proposer is interested in preserving the confidentiality of any part of their proposal, it will not be sufficient to state generally in the proposal that the proposal is proprietary or confidential in nature and therefore not subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with §1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. Confidential information must be separated and isolated from other material in the proposal, labeled CONFIDENTIAL, and submitted in a separate envelope and in a separate PDF. All proposal materials not placed in a separate envelope and PDF clearly marked as confidential will not be treated as confidential and will be made available for public view upon receipt of a FOIA request. Proposers should not request that their entire proposal, nor the majority of the proposal, be confidential and CHEFA reserves the right to reject any such proposal. CHEFA 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 has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall CHEFA or any of its officers, directors or employees have any liability for the disclosure of documents or information in CHEFA’s possession where CHEFA, or such officer, director or employee believes disclosure is required under the FOIA or other law.

The Authority reserves the following rights (without limitation or waiver):

- To reject any or all proposals.
- To conduct investigations relating to the qualifications of any or all respondents including requesting further documentation or clarification, if necessary.
- To supplement, modify or cancel this request for proposals without notice of substitution of another such request.
- To re-evaluate a proposal or selection if any changes in the substance of the proposal or substitution of key personnel changes are proposed or effected.

- Waive or modify any irregularities in proposals received.
- Accept a proposal based on consideration other than cost.
- Negotiate separately with any person whatsoever in any manner deemed to be in the best interest of the Authority.
- To request a face-to-face interview with the bidder (the cost associated therewith are the sole responsibility of the bidder).

**Procedure for Submitting Proposal**

Please submit a copy of your firm's response, via email, **no later than December 21, 2018 at 3:00 p.m.** in PDF format to the following individuals:

<b><u>Name</u></b>	<b><u>Email</u></b>	<b><u>Phone</u></b>
Cynthia Peoples Managing Director, Operations & Finance	cpeoples@chefa.com	(860) 761-8421
Rob Blake Network Architect	rblake@chefa.com	(860) 761-8419
cc: Debra Pinney Administrative Services	dpinney@chefa.com	

The Authority will not be liable for any cost incurred in connection with responding to this proposal. Bidders acknowledge that the Authority is a political subdivision and that proposals are subject to the Freedom of Information Act of the State of Connecticut.

Please direct any questions via email or phone to Cynthia Peoples.

Sincerely,

Cynthia D. Peoples-H.  
Managing Director, Operations & Finance

Enclosures

**ATTACHMENT A**

**Scope of Services to be Quoted**

The Authority has three (3) telephone number ranges related to PRI Trunk DID's that total 13 PRI Trunk DID's.

**VOICE – LOCAL**

<b>Products</b>	<b>Number</b>	<b>\$ per line</b>	<b>Cost</b>
PRI (Full)	1		
POTS Lines	5		
800#'s	2		
Federal Access Charges (PRI)	1		
Federal Access Charges (POTS)	5		
Block 100 Trunk DID's	1		
Custom Location Alternate Routing (Continuity Solution)	1		
	<b>Local Total</b>		<b>\$</b>

**VOICE – LONG DISTANCE**

<b>Products</b>	<b>Minutes</b>	<b>\$ per Minute</b>	<b>Total \$</b>
In State	1,100		
Out of State	500		
800#	25		
	<b>Long Distance Total</b>		<b>\$</b>

**DATA**

	<b>Number</b>	<b>\$ per Product</b>	<b>Total \$</b>
Internet transit in the 40-50 Mbps speed range, Upload speed 5-6Mbps	1		
Federal Access Charges	1		
IP Address Range (IPv4 and IPv6 supported)	/28		
	<b>Data Total</b>		<b>\$</b>

<b>Subtotal</b>	
<b>tax</b>	
<b>Total</b>	<b>\$</b>

## Proposal Content

NOTE: If you are responding to both the voice and data sections of the RFP, please make sure you address the following list for each piece of the service you propose.

Include and address the following items:

1. References – Please include contact information for 3 current customers to serve as references regarding the services you provide. Customers of similar size or requirements to the Authority are preferred, but not required.
2. Technical Support: Please include information describing your support organization. In case of trouble, who do we call, when are they open, and what is the average first-call resolution rate?
3. Monitoring: Please include information related to client accessibility for monitoring internet and data throughput from the ISP. Please also provide any available web-based data and voice statistics.
4. Service Level Agreement: Please include a copy of your SLA in your proposal. Does your SLA include information related to vendor refunds for outages/diminished capacity?
5. External Dependencies: If the service you propose is significantly dependent on a third party for functionality (e.g., the line from our office to your POP would be leased from another company), please include a list of these dependencies.
  - a. Please include any dependencies as part of the proposed architecture including managed router and details of the internet handoff (RJ45/48v, Fiber, etc.)
6. Hardware Installation: Please provide a list of any proposed software, on-line service or other third-party products requiring installation or interface with Authority network infrastructure
7. Single Points of Failure: Please provide a description of your network architecture as it relates to the redundancy inherent in the proposed service. (e.g., fully-redundant regional backbone with dual backhaul to local POP and single line to customer edge)
8. Peering Relationships (data only): If you are responding to the data section of the RFP, please provide the Autonomous System Number (ASN) our IP range would be advertised from, as well as a brief description of peering and transit relationships relevant to the proposed service.

**9. Please remember to include the following signed statements with your response:**

**“The information provided herein is submitted by the undersigned firm under penalty of false statement as provided in the Connecticut General Statutes, Section 53a-157b.”**

**“With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the Authority’s solicitation expressly acknowledges receipt of the State Elections Enforcement Commission’s notice, *Exhibit D*, advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.”**



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS:

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

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

### GIFT CERTIFICATION:

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

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

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

<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)**

\_\_\_\_\_  
**My Commission Expires**





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court or Notary Public

My Commission Expires



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

### *Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents*

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

### COMPANY NAME

Additional information 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 "Lobbyist/Contractor Limitations"

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## **EXHIBIT E**

(a) CGS Section 4a-60. In accordance with Connecticut General Statutes Section 4a-60, as amended, and to the extent required by Connecticut law, **[NAME OF CONTRACTOR]** (“CONTRACTOR”) agrees and warrants as follows: (1) in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut and further to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved; (2) in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the “CHRO”); (3) to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers’ representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) to comply with each provision of Connecticut General Statutes Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR as relate to the provisions of Connecticut General Statutes Sections 4a-60 and 46a-56; and (6) to include provisions (1) through (5) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60.

(b) CGS Section 4a-60a. In accordance with Connecticut General Statutes Section 4a-60a, as amended, and to the extent required by Connecticut law, CONTRACTOR agrees and warrants as follows: (1) that in the performance of this Agreement, it 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 of the State of

Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Section 46a-56; (4) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR which relate to the provisions of Connecticut General Statutes Sections 4a-60a and 46a-56; and (5) to include provisions (1) through (4) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60a.

(c) Required Nondiscrimination Submissions. CONTRACTOR agrees and warrants that (1) it has delivered to CHEFA an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate or company policy in the form attached as \_\_\_\_\_ hereto; (2) if there is a change in the information contained in the most recently filed affidavit, CONTRACTOR will submit an updated affidavit not later than the earlier of the execution of a new contract with the state or a political subdivision of the state or thirty days after the effective date of such change; and (3) CONTRACTOR will deliver an affidavit to CHEFA annually, not later than fourteen days after the twelve-month anniversary of the most recently filed affidavit, stating that the affidavit on file with CHEFA is current and accurate.