LEGAL NOTICE

Request for Proposals for Services

The State of Connecticut, Office of Policy and Management, is seeking proposals to provide certain services related to state and federal taxation with the intent of the request is to identify individuals or firms with the necessary expertise to provide an analysis of an employer payroll tax within a stated timeframe.

The request for proposals is available online at https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2 and https://portal.ct.gov/OPM/Root/RFP/Request-For-Proposals or from Ebony Hargrove, Office of Policy and Management, Budget and Financial Management Division, 450 Capitol Ave., MS# 53BUD, Hartford, Connecticut 06106-1379. E-mail: ebony.hargrove@ct.gov. Telephone (860) 418-6255. Deadline for response submission is **3:00 p.m. EDT, Tuesday, June 16, 2020.**

TO BE PUBLISHED IN

- THE HARTFORD COURANT AND THE NORTHEAST MINORITY NEWS
- OPM WEBSITE
- DAS WEBSITE

REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Analysis of an Employer Payroll Tax

BACKGROUND

The State of Connecticut, Office of Policy and Management (hereinafter State) is seeking a proposer to assist OPM in evaluating the implementation of an employer payroll tax.

These services are authorized in accordance with Connecticut General Statutes §§ 4-8, 4-65a, 4-66, and Sec. 385 of Connecticut Public Act 19-117

SCOPE OF SERVICES

The Contractor shall analyze the employer payroll tax proposal described in Senate Bill 1143 of the 2019 legislative session of the Connecticut General Assembly according to the criteria and analyses included in Sec. 385 of Connecticut Public Act 19-117. Such analysis shall include, but not be limited to, the following:

1. Construct an individual tax microsimulation model (hereinafter "Model") of Connecticut's existing income tax, related federal income tax at the tax return level, and proposed payroll tax. The Model shall:
    a. Provide state and federal income tax and payroll tax revenue estimates on a static basis (i.e. assuming no change in taxpayer behavior).
        a. The Model shall have the flexibility at a minimum to change certain key parameters including:
            i. Income tax rates and brackets;
            ii. Assumed reduction in wages; and
            iii. Payroll tax rate and exemption level
    b. Generate both a baseline scenario under current law and a proposed scenario containing policy changes.
        a. The baseline scenario shall be benchmarked to existing state data; and
        b. The Model output shall be in adjusted gross income increments specified by the state.
    c. Segregate wage income from non-wage income.
    d. Accommodate by employer type assumed wage reductions to employees as a result of implementation of a payroll tax.
    e. Provide distributional impacts of proposed changes by income levels compared to the existing baseline scenario.
    f. Provide estimates for:
        a. Change in state income tax;
        b. Change in state payroll tax;
        c. Change in federal income tax;

d. Change in federal Social Security tax;
e. Change in federal Medicare tax;
f. Change in deductible property taxes on a taxpayer's federal tax return;
g. Change in state income tax from lower rates on out-of-state employees taking the credit for taxes paid to other jurisdictions; and
h. Total financial benefits accruing to state residents, state businesses, and state government by converting from a wage-based income tax to a payroll tax.

g. Provide estimates by the following employer types:
    a. State government;
    b. Local government;
    c. Federal government;
    d. Tribal government;
    e. Tax exempt entities; and
    f. Private sector, not included above

h. Provide estimates by the following filing status:
    a. Single;
    b. Joint;
    c. Married Filing Separately;
    d. Head of Household; and
    e. Total, All Filers

i. Estimate any credit for low-income taxpayers per the State's specifications.

2. Provide estimates for both an immediate implementation and a three-year phase-in of the payroll tax proposal included in Sec. 385 of P.A. 19-117.
3. Submit an interim report no later than November 30, 2020 and a final report no later than December 31, 2020 in an electronic format compatible with Microsoft Word 2013 or above. Such reports shall include, but not be limited to, the following:
    a. Summary of any literature review conducted by the Contractor;
    b. Information pertaining to other states that have imposed a similar payroll tax including a summary of their major provisions;
    c. Advantages and disadvantages of imposing a payroll tax in lieu of an income tax;
    d. Description of the Model including any assumptions contained in the Model;
    e. Estimates provided by the Model; and
    f. Recommendations to effectuate a smooth transition from existing income tax regime to a payroll tax regime.
4. Upon request, appear before the Payroll Commission to present Contractor's evaluation and/or answer questions.

CONTRACT PERIOD

The State anticipates that the successful proposer will commence work on or about August 10, 2020 and continue until June 30, 2021. The contract may, upon mutual consent, be extended.

CONTRACTOR QUALIFICATIONS

Eligible proposers will be those consultants, companies, and institutions that have a demonstrated track record in federal and state taxation including construction of tax microsimulation models and related education and work experience to assist the state in analyzing a proposed employer payroll tax.

SUBMISSION DEADLINE

The due date for proposals is 3:00 p.m. EDT, on Tuesday, June 16, 2020**.** Proposals must be received in the required packaging and labeling at the Office of Policy and Management, 450 Capitol Avenue, Hartford, CT 06106 (ATTN: Ebony Hargrove) not later than the deadline. Late submissions will not be accepted.

No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.

RFP PROCEDURES

A. *Official State Contact*. The State contact person for the purpose of this RFP is:

Ebony Hargrove
Leadership Associate
Office of Policy and Management
Budget and Financial Management Division
450 Capitol Avenue
MS# 53BUD
Hartford, Connecticut 06106-1379
860 418-6255
Ebony.Hargrove@ct.gov

All communications with the State regarding this RFP must be directed to the Official State Contact.

B. *Proposer's Authorized Representative*. Proposers must designate an authorized representative and one (1) alternate. Provide the name, title, address, telephone and facsimile numbers, e-mail address, and normal working hours for each representative. This information must be submitted to the Official State Contact with the RFP submission.

C. *Communications Notice*. All communications with the State or any person representing the State concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.

D. *Inquiry Procedures.* All questions regarding this RFP and submission requirements must be directed, in writing, to the Official State Contact by 3:00 p.m. EDT, Friday, May 22, 2020. Proposers are required to limit their contact regarding this RFP to the person(s) named herein. Written responses to all questions received will be posted to the Office of Policy and Management website at https://portal.ct.gov/OPM/Root/RFP/Request-For-Proposals and the DAS website at https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2 by 3:00 p.m. EDT, Tuesday, June 2, 2020.

E. *Resource Library*. The State wishes proposers to consider previous studies and reports related to this project. The Report to the Connecticut Office of Policy and Management Regarding a Proposed Payroll Tax prepared by Professor Richard D. Pomp is available by contacting the Official State Contact.

F. *Packaging and Labeling Requirements.* All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official State 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) and five (5) copies of the proposal must be submitted. The proposal must be signed by the proposer. Unsigned proposals will be rejected. Proposals transmitted by facsimile may not be accepted or reviewed.

G. *Proposals Due*. An original and five (5) copies as well as an electronic version of proposal in software compatible with Microsoft Word 2013 or above must be received no later than 3:00 p.m. EDT, Tuesday, June 16, 2020.

H. *Minimum Submission Requirements.* Proposals must be (1) submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

I. *Selection Committee.* A Selection Committee comprised of State staff or other designees as deemed appropriate will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection

Committee shall evaluate all proposals that meet the Minimum Submission Requirements.

J. *Meetings with Proposers.* At its discretion, the State may convene meetings with proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the State decides meetings are warranted, the Official State Contact will contact proposers to make an appointment. Any such meetings are tentatively scheduled for the week of June 29, 2020.

K. *Contractor Selection*. It is the State's intention to notify the successful proposer by Monday, July 13, 2020 and to initiate this engagement as soon as possible thereafter.

L. *Timeline*. The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the submittal deadline are target dates only.

Friday, May 8, 2020	RFP Released
Friday, May 22, 2020, 3:00 p.m. EDT	Deadline for Questions
Tuesday, June 2, 2020, 3:00 p.m. EDT	Written Answers to Questions Released
Tuesday, June 16, 2020, 3:00 p.m. EDT	Proposals Due
Week of June 29, 2020	Meetings with Proposers
Monday, July 13, 2020	Contractor Selection
Monday, July 13, 2020	Start of Contract Negotiations
Monday, August 10, 2020	Start of Contract

RFP CONDITIONS

All proposers must be willing to adhere to the following conditions and must positively state this in the proposal by completing the **OPM Vendor/Bidder/Applicant Profile Sheet (OPM-A-15, June 2017)**.

A. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

B. All proposals in response to this RFP are to be the sole property of the State. 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. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A).

Confidential information must be separated and isolated from other material in the proposal and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, OPM will endeavor to keep said information confidential to the extent permitted by law. OPM, 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 pursuant to a FOIA request. As set forth below, 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 OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the proposer submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the proposer and shall accompany the proposal. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

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 State.

D. Timing and sequence of events resulting from this RFP will ultimately be determined by the State.

E. The proposer's proposal shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a State action will be accepted.

G. The State may amend or cancel this RFP, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered.

H. The personnel identified in the proposer's response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by the State, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the State. At its

discretion, the State may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the State.

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 standing 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 State at the proposer's sole cost and expense.

L. Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP Selection Committee.

M. 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 they 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 State participated directly in the proposer's proposal preparation.

N. 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 failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

O. The proposer accepts the State's **Standard Contract Language**.

P. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall 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 State and by the Attorney General's Office. The contract may be amended only by means of a written instrument signed by the State, the proposer, and the Attorney General's Office.

Q. Pursuant to Connecticut General Statutes § 4a-81, bids or proposals for state contracts with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a **Consulting Agreement Affidavit** attesting to whether any consulting agreement has been entered into in connection with the bid or proposal. Such affidavit shall be required if any duties of the consultant

included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

R. Pursuant to Connecticut General Statutes § 1-101qq, bids or proposals for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such proposer have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Connecticut General Statutes § 1-101qq, the proposer shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The proposer shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. The proposer shall supply such affirmations to OPM promptly.

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

T. Effective October 1, 2013, **OPM Iran Certification Form 7** must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 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. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the

certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

REQUIRED FORMAT FOR PROPOSALS

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

- Font Size: 12 pitch
- Margins: 1" minimum on the top, bottom, and sides of all pages
- Maximum number of pages: thirty (30) not including Section 1, Table of Contents; Section 2, Proposer Information; Section 3d, Financial Condition; Section 3e, References; Section 5b, Resumes of Key Personnel; Section 7 Conflict of Interest; and Section 8 Affidavits.
- **DO NOT** use material dependant on color distinctions, animated electronics, etc. in submissions.
- Number of Copies: An original and five (5) copies of the proposal must be received no later than 3:00 p.m. EDT, Tuesday, June 16,2020.
- One (1) Electronic Version. Format: Microsoft Word 2013 or above.

Section 1 – TABLE OF CONTENTS
Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this proposal as required.

Section 2 – PROPOSER INFORMATION
Complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time.

a. **OPM Vendor/BidderApplican Profile Sheet** **(OPM-A-15, June 2017)**
b. **Agency Vendor Form** **(SP-26NB)**
c. **W-9** available at **https://www.irs.gov/pub/irs-pdf/fw9.pdf**
d. **Contract Compliance Package**:
   - **Notification to Bidders Form**
   - **Bidder Contract Compliance Monitoring Report**

Section 3 - INDIVIDUAL OR ORGANIZATIONAL PROFILE

a. *Qualifications*. Describe how your experience, education and training, or special knowledge, skills or abilities meet the required minimum qualifications of this RFP.
b. *Summary of Relevant Experience*. Provide a listing of projects that the proposer has completed within the last three (3) years in the subject area with emphasis on activities relevant and related to the proposed project. Additionally, please list any contracts in the last three (3) years between the proposer and any agency of the State of Connecticut.

c. *Organization Chart.* If the proposer is a firm or corporation, provide a diagram showing the hierarchical structure of functions and positions within the organization.
d. *Financial Condition.* If the proposer is a firm or corporation, include the two (2) 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.
e. *References.* Include three (3) letters of reference from recent clients. Provide the following information for each reference: name, title, name of company, company address, and telephone number.

Section 4 - STATEMENT OF WORK

a. *Work Plan.* Provide a detailed, task-oriented breakdown for each activity/task specified in the Scope of Services. Proposers wishing to add activities/tasks to those specified in the Scope of Services must show the additions as separately numbered activities/tasks.
b. *Methodologies.* Describe how each activity/task will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.
c. *Deliverables.* List and describe the form and content of each deliverable (outcome). Include a description of the proposed method of working with the State, the resources or services requested of the State (if any), and the proposed method of receiving State approval of deliverables.
d. *Schedule.* Include a proposed work schedule, by activity/task, indicating when each activity/task will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.

Section 5 – PERSONNEL RESOURCES

a. *Staffing Plan.* Identify the personnel resources that will be assigned to each activity/task delineated in the work plan above. State the proportion of time that personnel will allocate to each activity/task of the project. Include a job description for each title assigned to the personnel identified.
b. *Key Personnel.* Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications and work experience in the subject area. [Note: The State must be notified in writing and in advance regarding the departure of any key personnel from the project.]

Section 6 - PROPOSED COST

Include a cost proposal using the required format in Exhibit A. Any fee proposals must be valid for the entire duration of the contract. *Note: The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposed cost.*

Section 7 – CONFLICT OF INTEREST

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85.

SECTION 8 – AFFIDAVITS (Consulting Agreement, Summary of State Ethics Laws and Iran Certification)

Submit a **Consulting Agreement Affidavit** if the bid or proposal is for a state contract (only to be used with contracts for the purchase of goods and services) with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, attesting to whether any consulting agreement has been entered into in connection with the bid or proposal.

Submit an **Affirmation of Receipt of Summary of State Ethics Laws** if the bid or proposal is for a large state construction or procurement contract having a cost of $500,000 or more for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

Submit an **OPM Iran Certification Form 7** with the bid or proposal, or if there was no bid process, with the resulting contract for any large state contract, as defined in section 4-250 of the Connecticut General Statutes, regardless of where the principal place of business is located.

Section 9 - ADDITIONAL DATA

Provide any additional information which the proposer wishes to bring to the attention of the State that is relevant to this RFP.

EVALUATION OF PROPOSALS

The following criteria shall be those utilized in the selection process. They are presented as a guide for the proposer in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

1. *PROPOSED WORK PLAN*. Emphasis will be on grasp of the problems involved, soundness of approach and the quality of the overall proposal including the proposer's ability to complete the activities/tasks and produce the necessary products within the required time frame.

2. *PROPOSED COST.*

3. *EXPERIENCE, EXPERTISE, AND CAPABILITIES*. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed.

4. REFERENCES.

5. *DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION:*

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

(a) the proposer's success in implementing an affirmative action plan;
(b) the proposer'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 proposer's promise to develop and implement a successful affirmative action plan;
(d) the proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
(e) the proposer's promise to set aside a portion of the contract for legitimate minority business enterprises (**see Contract Compliance Package**).

RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all bids in whole or in part for misrepresentation or if the proposer is in default of any prior State contract, or if the bid or proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served.

The State 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. Such action on the part of the State shall not constitute a breach of contract on the part of the State 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 State and the proposer.

EXHIBIT A

Cost Proposal

Analysis of an Employer Payroll Tax

Provide a fixed-price contract amount for personnel who will be assigned to work under this contract including any other reasonably required personnel and other costs necessary to perform the Scope of Services as specified above. The stated price must reflect all expenses including any and all increases projected to occur during the terms of this contract.

In addition to a Fixed-Price cost proposal, proposers may also submit an alternative cost proposal.

Cost Proposal 1 (Required)

Fixed-Price Contract	$

Cost Proposal 2 (Optional)

Those submitting an alternative proposal should detail their alternative cost proposal.

Description	Cost

Name of Proposer: _____

Name of Authorized Official: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

REQUEST FOR PROPOSAL (RFP) Forms & Other Informational Material

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TABLE OF CONTENTS

PART ONE – Forms:

Form 5. Consulting Agreement Affidavit

Form 6. Affirmation of Receipt of State Ethics Laws Summary

Form 7. Iran Certification

OPM Vendor/Bidder/Applicant Profile Sheet – Form OPM-A-15

State of Connecticut Agency Vendor form – Form SP-26NB-IPDF

Request for Taxpayer Identification Number and Certifications – Form W-9

Acknowledgement of Contract Compliance Notification to Bidders Form

Bidder Contract Compliance Requirements and Monitoring Report Forms

Form 1. Gift and Campaign Contribution Certification

Nondiscrimination Certification Form

PART TWO – Standard Contract Components:

Personal Service Agreement Form – Form CO-802A

Standard Contract Language – Attachment A

Guide to the Code of Ethics for Current or Potential State Contractors – Attachment B

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban – Attachment C

PART ONE

Forms:

The following Ethics Affidavits and Certification forms with instructions are available at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806. Per instructions, if applicable, please print, complete and sign forms 5, 6 and 7 and submit them with your proposal.

- Form 5. Consulting Agreement Affidavit
- Form 6. Affirmation of Receipt of State Ethics Laws Summary
- Form 7. Iran Certification

All forms listed directly below are required and must be completed, signed and submitted with your proposal. These forms are included in the pages to follow.

- OPM Vendor/Bidder/Applicant Profile Sheet - Form OPM-A-15
- State of Connecticut Agency Vendor Form – Form SP-26NB-IPDF
- Request for Taxpayer Identification Number and Certification – Form W-9
- Acknowledgment of Contract Compliance Notification to Bidders Form
- Bidder Contract Compliance Requirements and Monitoring Report Forms

For more information and relevant statutes related to Contract Compliance, please visit the Commission on Human Rights and Opportunities website at the following link:
https://www.ct.gov/chro/taxonomy/v4_taxonomy.asp?DLN=45583&chroNav=|45583|

Successful proposer(s) will be required to submit additional information, including, but not limited to the following items, at the time of contract execution. These items do not need to be submitted with your proposal, but the links which provide additional information are included below for your reference.

- **Form 1. Gift and Campaign Contribution Certification**
- **Nondiscrimination Certification Form**

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

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

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INSTRUCTIONS:

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

CHECK ONE:

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

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

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

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature _____ Date _____

Printed Name _____ Title _____

Firm or Corporation (if applicable) _____

Street Address _____ City _____ State ____ Zip ____

Awarding State Agency _____

STATE OF CONNECTICUT

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

Respondent Name: _____

INSTRUCTIONS:

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

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

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

Check applicable box:

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

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

_____ _____
Printed Respondent Name **Printed Name of Authorized Official**

_____
Signature of Authorized Official

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

_____
Commissioner of the Superior Court (or Notary Public)

_____
My Commission Expires

OPM VENDOR/BIDDER/APPLICANT PROFILE SHEET

This form is to be completed by entities responding to any OPM solicitation (RFP, RFA, RFI, RFQ, etc.) for supplies, services and/or grant funding.

Entity Name (do not abbreviate):	Federal Employer Id Number/SSN:
Entity Address:	
Contact Person's Name:	Telephone Number(s):
Contact Person's Title:	Contact Person's email Address:

AFFIRMATION OF VENDOR/BIDDER/APPLICANT

The undersigned applicant/respondent affirms and declares:

1.) That this proposal/application is executed and signed by said vendor/bidder/applicant with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the solicitation.

☐ YES ☐ NO ☐ N/A (no solicitation)

2.) That the objectives, services and/or deliverables outlined in the solicitation shall be met/delivered by the vendor/bidder/applicant as proposed therein, at the budget/cost proposed therein (if applicable), and within the timeframes as delineated within the solicitation

☐ YES ☐ NO ☐ N/A (no solicitation)

3.) That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

☐ YES ☐ NO

4.) That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

☐ YES ☐ NO

ACKNOWLEDGEMENT OF VENDOR/BIDDER/APPLICANT

5.) With regard to a State contract as defined in Public Act 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 undersigned expressly acknowledges:

Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

☐ YES ☐ NO ☐ N/A pursuant to CHRO definition below*

*Prohibitions not applicable to *"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."*

Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually:	Date:
Type or Print Name of Authorized Signatory:	Title of Signatory:

IF VENDOR/BIDDER/APPLICANT IS A CORPORATION

What is the authority of signatory to bind the vendor/bidder/applicant contractually?

☐ Corporate Resolution ☐ Corporate By Laws ☐ Other **(Please provide a written copy.)**

Is your business income reportable to the IRS? ☐ Yes ☐ No

Are you a DAS certified minority owned business? ☐ Yes ☐ No If YES, check all that apply.

☐ Women Owned ☐ Black ☐ Hispanic ☐ American Indian ☐ Disabled ☐ Iberian Peninsula ☐ Asian ☐ Other

Subject of Solicitation	Submission Due	Division	Date Issued

STATE OF CONNECTICUT - AGENCY VENDOR FORM

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.

READ & COMPLETE CAREFULLY

SP-26NB-IPDF Rev. 4/10

COMPLETE VENDOR LEGAL BUSINESS NAME	**Taxpayer ID # (TIN):** ☐ SSN ☐ FEIN WRITE/TYPE SSN/FEIN NUMBER ABOVE

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)

BUSINESS ENTITY: ☐ CORPORATION ☐ LLC CORPORATION ☐ LLC PARTNERSHIP ☐ LLC SINGLE MEMBER ENTITY ☐ NON-PROFIT ☐ PARTNERSHIP ☐ INDIVIDUAL/SOLE PROPRIETOR ☐ GOVERNMENT

NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.

BUSINESS TYPE: ☐ A. SALE OF COMMODITIES ☐ B. MEDICAL SERVICES ☐ C. ATTORNEY FEES ☐ D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)

E. OTHER (DESCRIBE IN DETAIL) ☐

UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →	
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →	

NOTE: IF YOUR BUSINESS IS A ***PARTNERSHIP***, YOU **MUST** ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.

NOTE: IF YOUR BUSINESS IS A ***CORPORATION***, IN WHICH STATE ARE YOU INCORPORATED?

VENDOR ADDRESS STREET CITY STATE ZIP CODE

Add Additional Business Address & Contact information on back of this form.

VENDOR E-MAIL ADDRESS	VENDOR WEB SITE

REMITTANCE INFORMATION: *INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.* ☐ *SAME AS VENDOR ADDRESS ABOVE.*

REMIT ADDRESS STREET CITY STATE ZIP CODE

CONTACT INFORMATION: NAME (TYPE OR PRINT)

1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1ST PAGER:
CELLULAR:		2ND PAGER:
1ST FAX NUMBER:		TOLL FREE PHONE:
2ND FAX NUMBER:		TELEX:

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR SIGN HERE	DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON

IS YOUR BUSINESS **CURRENTLY** A DAS *CERTIFIED* SMALL BUSINESS ENTERPRISE? ☐ YES *(ATTACH COPY OF CERTIFICATE)* ☐ NO

IS YOUR BUSINESS **CURRENTLY** A CT DOT *CERTIFIED* DISADVANTAGED BUSINESS ENTERPRISE (DBE)? ☐ YES ☐ NO

IF YOU ARE A ***STATE EMPLOYEE***, INDICATE YOUR POSITION,
AGENCY & AGENCY ADDRESS

PURCHASE ORDER DISTRIBUTION:
(E-MAIL ADDRESS)

NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
CONTRACT COMPLAINCE PACKAGE

(rev. 04/30/2020)

The pages to follow include:

- Acknowledgement form, acknowledging the receipt and review of the COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS. **This form is MANDATORY and must be completed and returned to the Office of Policy and Management with the response to the Bid, Request for Proposal or Grant Application.**
- COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS
- Bidder Contract Compliance Monitoring Report. **This report is MANDATORY and must be completed and returned to the Office of Policy and Management with the response to the Bid, Request for Proposal or Grant Application.**

For more information and relevant statutes related to Contract Compliance,
please visit the Commission on Human Rights and Opportunities website at the following link:
https://www.ct.gov/chro/taxonomy/v4_taxonomy.asp?DLN=45583&chroNav=|45583|

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

The undersigned duly authorized representative of the vendor/bidder/applicant acknowledges receiving and reading a copy of the COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS.

_____
Signature

_____
Printed Name:

_____
Title:

_____
Date:

On behalf of:

_____
Vendor/bidder/applicant name:

_____
Street Address:

_____ _____ _____
City: State: Zip:

_____
Federal Employee Identification Number(FEIN/SSN)

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

(Revised 09/3/15)

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.

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 fifteen 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) (Page 2)

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 o f written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and 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) (Page 3)

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 1 – Bidder Information

Company Name: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity: (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information

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/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		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 Advertisement	☐	☐			High School Diploma	
Walk Ins	☐	☐			College Degree	
Present Employees	☐	☐			Union Membership	
Labor Organizations	☐	☐			Personal Recommendation	
Minority/Community Organizations	☐	☐			Height or Weight	
Others (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 CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)

PART TWO

Standard Contract Components:

- Personal Service Agreement Form - Form CO-802A*
- Standard Contract Language – Attachment A**
- Guide to the Code of Ethics for Current or Potential State Contractors – Attachment B
- Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban – Attachment C

**Form CO-802A does not need to be completed and submitted with your proposal. This form will be completed by the Office of Policy and Management and returned to the successful proposer for signature at time of contract execution. It is included in the attached for your reference.*

***Standard Contract Language – Attachment A, is the Office of Policy and Management's Standard Contract Language which is included in all contracts. A completed version of this language will be included as part of the contract documents supplied to the successful proposer. It is included in the attached for your reference.*

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☐ ORIGINAL ☐ AMENDMENT | (2) IDENTIFICATION NO. P.S.

CONTRACTOR	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☐ NO
	CONTRACTOR ADDRESS	CONTRACTOR FEIN/SSN - SUFFIX
STATE AGENCY	(5) AGENCY NAME AND ADDRESS	
CONTRACT PERIOD	(6) DATE *(FROM)* THROUGH (TO)	(7) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☐ NEITHER
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	(8) REQUIRED NO. OF DAYS WRITTEN NOTICE _____
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)	
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.	

(11) OBLIGATED AMOUNT

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(22) **STATUTORY AUTHORITY**	
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(24) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: ORIGINAL CONTRACTOR PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

ATTACHMENT A

SECTION 1

This Agreement (hereinafter referred to as "Agreement") is entered into between the State of Connecticut (hereinafter "State") acting through the Office of Policy and Management (hereinafter "OPM") pursuant to Connecticut General Statutes §§ 4-8, 4-65a and 4-66, and , a , having its principal offices at (hereinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2
CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence as of the date this Agreement is fully executed by the parties hereto and the duties of the Contractor as set forth in Section 5 of this Agreement shall be completed by the Contractor no later than (hereinafter "end date").

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

State - Wherever the term 'State' is used in this Agreement, it shall include the Secretary of OPM, or his authorized agents, employees or designees.

SECTION 3
CANCELLATION PROVISION

This Agreement may be canceled at will by either party upon days written notice delivered by certified mail.

SECTION 4
NOTICE

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

State: State of Connecticut
Office of Policy and Management
450 Capitol Ave. - MS#
Hartford, CT 06106-1379
Attention:

Contractor:

The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 5
SPECIFICATION OF SERVICES

SECTION 6
COST AND SCHEDULE OF PAYMENTS

The State shall pay the Contractor a total sum not to exceed _____ for services performed under this Agreement.

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

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

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

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

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate; costs of travel including coach 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.

The State shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that the Agreement has been accepted by the contracting agency, and if applicable, approved by OPM, the Department of Administrative Services and/or by the Attorney General of the State.

SECTION 7
OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Attorney General or his Deputy. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

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

C. Independent Contractor

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

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

D. Laws and Regulations

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

E. Labor and Personnel

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

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

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

G. Indemnity

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

H. Nondisclosure

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

I. Quality Surveillance and Examination of Records

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

The State or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies or an electronic format of any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement.

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

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Connecticut General Statutes § 7-396a.

The Contractor must incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

J. Insurance

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

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

Coverage:	Minimum Amounts and Limits
1. Workers' Compensation	Connecticut Statutory Requirements
2. Employer's Liability	To the extent included under Workers' Compensation Insurance Policy

3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:
   a. Bodily Injury Insurance meeting Connecticut statutory requirements; and
   b. Property Damage Insurance meeting Connecticut statutory requirements.

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

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

K. Non-Waiver

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

L. Promotion

Unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

(1) in any advertising, publicity, promotion; or

(2) to express or to imply any endorsement of Contractor's products or services; or

(3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

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

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 4 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 4 of this Agreement.

O. Survival

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

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. 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 this Agreement as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor.

Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and “contract” include any extension or modification of the Contract or contract;

(3) "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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

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

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §

46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

R. 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 and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

Pursuant to Governor Dannel P. Malloy's Executive Order No. 49 promulgated May 22, 2015 concerning fairness and transparency in the contracting process, Contractor shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, for all personal service agreement contracts with a value of $50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with OPM. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 49 and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it.

S. Sovereign Immunity

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

T. Assignment

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

U. Severability

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

V. Headings

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

W. Third Parties

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

X. Non Waiver

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State 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 State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Y. Contractor Certification

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

Z. Large State Contracts

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than $500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update as prescribed by Connecticut General Statute § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

AA. State Contracting Standards Board

Per Connecticut General Statute § 4e-7, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

BB. Large State Construction Or Procurement Contract

Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a Large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statutes Section 1-81b (the "Summary") and shall promptly affirm to OPM in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Further, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. Contractor shall supply such affirmations to OPM promptly. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the

construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

CC. Disclosure of Consulting Agreements

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

DD. Retaliation Prohibition

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a “large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

EE. Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in Connecticut General Statutes § 9-612(f)(1)(2) having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment C.

FF. Non-Discrimination Certification

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Contractor is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of “nondiscrimination certification” forms that will satisfy the statutory requirements may be found on OPM’s website. The applicable certification form must be signed by an authorized signatory of the Contractor (or, in the case of an individual contractor, by the individual).

GG. Iran Certification

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 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. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

HH. Forum and Choice of Law

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

ATTACHMENT B

State Contractors
Guide to the Code of Ethics

ethics
moral
values
principles
duty
virtue
philosophy
conduct
integrity
honor
code
practice
behavior
conscience
standards
law
nature
belief
idea
mores
decency
criteria
rightgood
convention
propriety
performance
probity
respectability
delivery
culture
criterion
uprightness
importance
honesty
formal
example
excellence
habits
innocence
temperance
imperative
passions
usage
virtuous
address
ritual
manners
character
scruples
nobleness
ethos
etiquette
conventionalities
faith
discharge
credit
attitude
rule
fulfill
life
act
truth
myth
custom
fundamental
rectitude
righteousness
worthiness
virtuously
sense
informal
evaluation
fairness
Swift
Books
Level
Free
mode
path
test
esse
born
quam
role
talk
type
pure
fast
asset
alger
Ideas
Bonus
Ethics
Truth
Love
Fairness
Fulfill
Fast
Test
Path
Mode
Esse
Quam
Role
Talk
Type
Pure
Fast
Asset
Alger
Level
Free
Swift
Books

Contact Us

Agency Address: Connecticut Office of State Ethics
18-20 Trinity Street
Suite 205
Hartford, CT 06106

Telephone: 860-263-2400

Facsimile: 860-263-2402

Website: www.ct.gov/ethics

Business Hours: 8:00 am to 5:00 pm

Visitors must enter the building through the door next to the Bushnell Memorial Theater.

Specific E-mail Contacts: For the timeliest responses, please be sure to direct your questions to the appropriate e-mail address; for example, with a question such as, "Can I accept this outside position with a vendor?" please be sure to send your query to ethics.code.@ct.gov

- Legal Advice Regarding Code of Ethics — ethics.code@ct.gov
- Lobbyist Filing/Reporting Questions — lobbyist.ose@ct.gov
- Public Official Filing/Reporting Questions — sfi.ose@ct.gov
- Enforcement/Filing a Complaint — ethics.enforcement@ct.gov
- All Other Inquiries — ose@ct.gov

Staff Phone Number Listing

TABLE OF CONTENTS

Office of State Ethics 2

The Big Picture 3

Conflicts 3
- General Statutes § 1-86e 3
- General Statutes § 1-101nn 4
- One More Conflict Rule (of limited applicability) 5

Are You Required to Register as a Lobbyist? 5
- Exceptions to Administrative Lobbying 6

Gifts 7
- Giving Gifts 7
- Gift Exceptions 7
- Gift Reporting 8
- Accepting Gifts 9

Necessary Expenses 9

Hiring Current or Former State Employees and Officials 10
- Former State Employees and Officials 10
- Current State Employees and Officials 10
- Other Outside Employment Considerations 12

Other Considerations 12
- Written Affirmation Concerning State Ethics Laws Summary 12
- Ethics Affidavits & Certifications for State Contracts 13

Ethics Enforcement 13

OFFICE OF STATE ETHICS

Created on July 1, 2005, under Public Act 05-183, the Office of State Ethics ("OSE") is an independent regulatory agency charged with administering and enforcing the Connecticut Codes of Ethics ("Ethics Codes"), which are found in Chapter 10 of the Connecticut General Statutes.

The OSE's duties include educating all those covered by the Ethics Codes; interpreting and applying the Ethics Codes; investigating violations of, and otherwise enforcing, the Ethics Codes; and providing information to the public.

The OSE's jurisdiction:

Part I Code of Ethics for Public Officials
General Statutes §§ 1-79 to 1-90a

Part II Code of Ethics for Lobbyists
General Statutes §§ 1-91 to 1-101a

Part III Lobbying: Miscellaneous Provisions
General Statutes §§ 1-101aa and 1-101bb

Part IV Ethical Considerations Concerning Bidding and State Contracts
General Statutes §§ 1-101mm to 1-101rr

The OSE Executive Director has overall responsibility for the welfare and effectiveness of the OSE, which has three divisions, the legal division, the enforcement division, and the administrative division.

The OSE's governing body is the Citizen's Ethics Advisory Board ("CEAB"), which has nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public. A schedule of CEAB meeting dates, times, and locations is available at www.ct.gov/ethics.

CEAB Members:

- Attend monthly CEAB meetings
- Appoint and evaluate the Executive Director of the OSE
- Issue advisory opinions to persons subject to the Ethics Codes
- Serve as a Hearing Officer for non-confidential hearings held under the Uniform Administrative Procedures Act, General Statutes § 4-166 *et. seq*.
- Attend hearings to determine if violations occurred and, if so, assess penalties
- Attend special meetings if necessary
- Oversee legislative agenda

THE BIG PICTURE

Like state employees and officials, state contractors are subject to the Ethics Codes, but in a more limited manner. That is, they are not, as Advisory Opinion No. 99-26 puts it, "subject to the far more restrictive provisions . . . that apply to state employees and public officials," but they are subject to certain "narrow constraints."

As you read through this guide, be aware that these restraints, and those that apply to state employees and officials, were enacted to prevent persons from using their public position or authority for their own financial benefit, or for the financial benefit of certain others (for example, family members).

Also be aware that each state agency has its own ethics policy, which may be more restrictive than what follows, particularly concerning the types of benefits a state employee or official may accept from state contractors (and others).

CONFLICTS

The Ethics Codes contain two primary conflict statutes that apply specifically to state contractors: General Statutes §§ 1-86e and 1-101nn.

GENERAL STATUTES § 1-86e

Section 1-86e applies to any "person hired by the state as a consultant or independent contractor." Such persons may not do as follows:

(1) Use the authority, or confidential information, provided under the contract to financially benefit the person, an employee, or an immediate family member;

(2) Accept another state contract that would impair the person's independence of judgment in performing the existing contract; or

(3) Accept a bribe (that is, accept anything of value based on an understanding that the person's actions on the state's behalf would be influenced).

Key points from Advisory Opinion No. 99-26 concerning § 1-86e:

- Section 1-86e is not intended to interfere with a contractor's business, but to prevent a private entity from using state money to, for example, hire immediate family members without appropriate state oversight.

- A conflict of interest exists only if there is a connection between the facts in question and the state money and authority granted to the independent contractor or consultant by contract.

- The term "independent contractor" does not apply just to individuals, but also to private agencies that contract with the state.

- If a state contractor wants to hire a family member to work under a state contract, the following procedure must be followed:

    1. The contractor must notify the contracting state agency in writing and demonstrate why the individual is appropriate for the job.

    2. The state agency must determine if the person is qualified for the job and whether the compensation is market rate; and if necessary, it may require the contractor to document a job search.

NOTE: *In an enforcement action, a former state contractor was alleged to have violated § 1-86e (a) (1) by using confidential information gained under its contract with a state agency in its subsequent representation of clients before that agency. The contractor entered into a Consent Order with the OSE, agreeing to pay a $10,000 penalty.*

GENERAL STATUTES § 1-101nn

Subsection (a) of § 1-101nn applies to persons who are, or are seeking to be:

(1) Prequalified under General Statutes § 4a-100;

(2) A party to a large state construction or procurement contract, as defined in General Statutes § 1-101mm (3), with a state or quasi-public agency; or

(3) A party to a consultant services contract with a state or quasi-public agency.

Such persons may not do as follows:

(A) Solicit information from state officials or employees that is not available to other bidders;

(B) Defraud the state (that is, charge a state or quasi-public agency for work not performed or goods not provided);

(C) Attempt to circumvent state competitive bidding and ethics laws; or

(D) Provide information about the person's donation of goods and services to state or quasi-public agencies in order to influence the award of a state contract.

Subsection (b) of § 1-101nn applies to a more limited group: Any consultant that is hired by the state *to help plan a state contract*, and any "associated" businesses, as defined in General Statutes § 1-101mm (1).

Under § 1-101nn (b) neither the consultant nor any "associated" businesses may serve in the following roles with respect to the contract the consultant helped to plan:

- Consultant to any person seeking to obtain the contract,
- Contractor for the contract, or
- Consultant or subcontractor to the person awarded the contract.

NOTE: *If you are unsure whether § 1-101nn applies to you, please contact the OSE, because any person found to have violated this section may be deemed a "nonresponsible bidder" by a state or quasi-public agency. General Statutes § 1-101nn (c).*

ONE MORE CONFLICT RULE (of limited applicability)

General Statutes § 1-84 (n) bars the State Treasurer from doing business with an investment services firm whose political committee or principals have contributed to, or solicited contributions for, her exploratory or candidate campaign committee.

The prohibition applies during the term of office for which the candidate is campaigning, as well as for the remainder of an incumbent treasurer's term.

The prohibition applies only to contributions to the incumbent or victorious candidate for the office. Advisory Opinion No. 2003-1.

ARE YOU REQUIRED TO REGISTER AS A LOBBYIST?

With certain exceptions, efforts to obtain a state contract can be considered administrative lobbying, requiring registration as a client lobbyist.

Some Key Terms

Client lobbyist: Generally, an individual or entity that, on its own behalf, expends or agrees to expend $3,000 or more in a calendar year for *administrative* and/or legislative lobbying and activities in furtherance of lobbying. General Statutes § 1-91 (12).

Lobbying: Generally, communicating directly, or soliciting others to communicate, with any public official or his or her staff in the legislative or executive branch, or in a quasi-public agency, in an effort to influence legislative or *administrative action*. General Statutes § 1-91 (11).

Administrative action: Any matter within a state or quasi-public agency's jurisdiction—such as any action or nonaction concerning a contract. General Statutes § 1-91 (1).

Exceptions to Administrative Lobbying

The following activities are not considered administrative lobbying:

- Preparation of responses to an agency's request for proposals ("RFP"). OSE Regs. § 1-92-42a (e) (1).
- Communications strictly for informational purposes (e.g., to determine what agency contract proposals will be forthcoming). OSE Regs. § 1-92-42a (e) (3).
- Communications by a vendor's representative who acts as a *salesperson* and does not otherwise engage in administrative lobbying. General Statutes § 1-91 (11) (B).
    - "Salespersons": Generally, individuals who have a set territory they routinely cover, and who are not part of a company's executive management. See Advisory Opinion No. 95-11.

Thus, if your contact with state or quasi-public agencies is limited to responding to RFPs, or otherwise pursuing a contract through the **normal agency process**, then you are not required to register as a "client lobbyist."

But you are "lobbying" if you go **outside the agency process** in trying to obtain a state contract. For example:

- Entertaining state employees and officials.
- Communicating with officials outside the agency (such as the Governor or legislators).
- Communicating with officials within the agency but outside the normal process (such as the agency head).

If $3,000 or more is spent on such lobbying activities, "lobbyist" registration is required. See General Statutes § 1-94.

Hypothetical from Advisory Opinion No. 2003-6:

In responding to a state agency's RFP, a business entity spends $3,500 in printing and personnel costs in taking a number of steps within the agency's normal contracting process. But in an effort to secure the contract, the entity contacts the Governor, thus taking action outside the normal agency process and, in doing so, expends an additional $500 in personnel costs. Must it register as a lobbyist?

No. The $3,500 spent in following the normal process to respond to the RFP is exempted from consideration as a lobbying expense. Therefore this entity would not have to register as a client lobbyist, because it has spent only $500 towards its lobbying effort.

NOTE: *If you are unsure whether you must register as a "lobbyist," please contact the OSE and/or review the "Client Lobbyist Guide to the Code of Ethics."*

GIFTS

GIVING GIFTS

General Statutes § 1-84 (m) contains the "gift"-giving bans for state contractors and potential state contractors:

- An individual or entity **doing or seeking to do business** with a state agency may not give a "gift" to any of that agency's employees or officials.
    - This is an *agency-specific ban*, meaning: If an entity is doing or seeking to do business with State Agency X—but not with any other state agency—then it is prohibited from giving "gifts" only to employees and officials of State Agency X.
- A person **prequalified under §** 4a-100 may not knowingly give a "gift" to any state employee or official.
    - This ban is *not agency specific*, meaning it applies to all state employees and officials, even if the person is not doing or seeking to do business with an employee's or official's agency. (Registered lobbyists are subject to a similar ban. See General Statutes § 1-97 (a).)

What is a "gift"?

General Statutes § 1-79 (5) defines "gift" in three parts:

1. "anything of value" (for example, money, tickets to a sporting event, meals, services, etc.),
2. "which is directly and personally received" (that is, the state employee or official accepts the opportunity to partake of it),
3. "unless consideration of equal or greater value is given in return" (that is, unless the state employee or official pays fair market value for it).

Gift exceptions

There are many benefits that are not deemed "gifts," some of which may be used by state contractors, including these:

- Token Items: Items valued less than $10 (such as a pen or mug), provided the annual aggregate of such items from a single source is $50 or less. General Statutes § 1-79 (5) (P).

- Food/Beverage: Up to $50 in food/beverage annually, provided the donor or a representative is in attendance when it is being consumed. General Statutes § 1-79 (5) (I).

- Training: Training provided by a vendor for a product purchased by a state entity, provided it is offered to all of the vendor's customers. General Statutes § 1-79 (5) (Q).

- Ceremonial awards: A certificate, plaque or other ceremonial award valued at less than $100. General Statutes § 1-79 (5) (F).

- Gifts to the State: Goods or services given to a state entity. The gift must facilitate state action, and must (1) be for use on state property (e.g., a computer), (2) support a state event (e.g., funds to support an agency event), or (3) support the participation by a state employee or official at an event (e.g., funds for an agency employee to attend an educational conference relevant to his state duties). General Statutes § 1-79 (5) (e).

NOTE: *There is a "gift" exception in § 1-79 (5) (L) for "major life events" (a term defined by regulation), but state contractors and potential state contractors may not use it.*

Gift Reporting

If a person doing or seeking to do business with a state agency gives an agency employee or official any of the benefits found in the "gift" exceptions, the person may have a reporting obligation. See General Statutes § 1-84 (o).

Generally, if the benefit is valued over $10, the person (or a representative) must do as follows: Give *both* the recipient *and* the executive head of the recipient's department or agency a written report stating:

- The donor's name,
- A description of the item or items given,
- The value of such items, and
- The cumulative value of all items given to such recipient in the calendar year.

NOTE: *This helps both the donor and the state employee or official keep track of the "gift" exceptions noted above, so that permissible limits are not exceeded.*

ACCEPTING GIFTS

In Advisory Opinion No. 99-17, the conflict language in § 1-86e (a) (1) (see above) was interpreted as creating the following rule:

- If, as a state contractor or an employee thereof, you are offered benefits from a person by virtue of your authority under the state contract (for example, clients of the contracting state agency), you may accept **no more** than $100 annually from that person.

NOTE: *In an enforcement action, a former employee of a state contractor was found to have violated § 1-86e (a) (1)—and ordered to pay a $10,000 penalty—for using his authority over a subcontractor to solicit free or discounted gifts, services and other items of value (e.g., meals and tickets to sporting events and concerts).*

NECESSARY EXPENSES

General Statutes § 1-84 (k)—the "necessary expenses" provision—prohibits a state employee or official from accepting a fee or honorarium for participating at an event *in his or her official capacity*.

However, a state employee or official may receive payment or reimbursement for "necessary expenses" if—in his or her official capacity—the employee or official *actively participates* in the event (for example, gives a speech or runs a workshop).

"Necessary expenses" are not considered gifts and may include the cost of:

- Travel (coach),
- Lodging (standard room for the nights before, of, and immediately following the event),
- Meals (non-lavish), and
- Conference or seminar registration fees.

"Necessary expenses" do not include the cost of entertainment (tickets to sporting events, golf outings, etc.), or payment of expenses for family members or other guests.

A state contractor has *no reporting obligations* when it pays for, or reimburses, a state employee's or official's "necessary expenses."

Example:

A state contractor is hosting an out-of-state conference and would like the Governor to come and give a speech in his official capacity. The contractor has offered to pay the Governor's

travel and lodging expenses, to waive his conference registration fee, and to give him a $500 honorarium. Permissible?

The Governor may not accept the $500 honorarium (because he is participating in his official capacity), but may accept payment or reimbursement for "necessary expenses," which include coach-class travel, standard lodging for the nights before, of, and after the speech, and waiver of the conference registration fee.

HIRING CURRENT OR FORMER STATE EMPLOYEES AND OFFICIALS

Former State Employees and Officials

A state contractor wanting to hire a *former* state employee or official should be aware of the Code's post-state employment prohibitions. See General Statutes §§ 1-84a and 1-84b.

Most of these prohibitions are "personal" to the former state employees and officials, meaning they do not apply to their post-state *employers*. These include:

- Confidential information: A former state employee or official may ***never*** "disclose or use confidential information" gained in state service for anyone's financial gain. General Statutes § 1-84a.

- Side switching: A former state employee or official may ***never*** "represent anyone other than the state, concerning any particular matter (1) in which he participated personally and substantially while in state service, and (2) in which the state has a substantial interest." General Statutes § 1-84b (a).

- Cooling off: For ***one year*** after leaving state service, a former state employee or official may not "represent" anyone for compensation before their former state agency. ("Represent" means doing any activity that reveals the former state employee's or official's identity.) General Statutes § 1-84b (b).

NOTE: *Certain former employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection are subject to a two-year employment ban with respect to entities engaged in Indian gaming operations. General Statutes § 1-84b (d) and (e).*

Prohibitions on Employer

There are two post-state employment provisions that apply not only to former state employees and officials—but also to those that hire them:

- For ***one year*** after leaving state service, a former state employee or official may not accept employment with a party to a state contract valued at $50,000 or more, if:

(1) He or she participated substantially in, or supervised, the negotiation or award of that contract, and
(2) It was signed within his or her last year of state service.

Further, "*[n]o party to such a contract or agreement . . . shall employ any such former public official or state employee in violation of this subsection*." General Statutes § 1-84b (f).

- Individuals who held designated positions at certain state regulatory agencies may not—for **one year** after leaving state service—"accept employment with a business subject to regulation by that agency." Further, "*[n]o business shall employ a . . . former public official or state employee in violation of this subsection*." General Statutes § 1-84b (c).

Current State Employees and Officials

State contractors wanting to hire a *current* state employee or official should be aware of the Code's outside-employment rules, which bar the employee or official from:

- Accepting outside employment with an individual or entity that can benefit from the state servant's official actions (e.g., the individual in his or her state capacity has specific regulatory, contractual, or supervisory authority over the private person). OSE Regs. § 1-81-17.

- Using state time, materials, or personnel to perform their outside work. General Statutes § 1-84 (c).

- Accepting—or being a member or employee of an entity that agrees to accept—compensation for representing others before 11 statutorily designated state agencies. General Statutes § 1-84 (d). The agencies include:

  - the Department of Banking,
  - the Claims Commissioner,
  - the Office of Health Care Access division within the Department of Public Health,
  - the Insurance Department,
  - the Department of Consumer Protection,
  - the Department of Motor Vehicles,
  - the State Insurance and Risk Management Board,
  - the Department of Energy and Environmental Protection,
  - the Public Utilities Regulatory Authority,
  - the Connecticut Siting Council, and
  - the Connecticut Real Estate Commission.

***The prohibition on being a "member or employee" applies to entities that are in the business of *representing others* for compensation before the listed agencies (law firms, accounting firms, etc.).

OTHER OUTSIDE EMPLOYMENT CONSIDERATIONS

There are two other outside employment prohibitions, but they apply only to a limited number of state employees and officials:

- Individuals holding designated positions at certain state regulatory agencies may not—while in state service—"negotiate for, seek or accept employment with any business subject to regulation by his agency." Also, "*[n]o business shall employ a present . . . public official or state employee in violation of this subsection*." General Statutes § 1-84b (c).

- Certain present employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection may not "negotiate for, seek or accept employment with" entities engaged in Indian gaming operations. General Statutes § 1-84b (d) and (e).

OTHER CONSIDERATIONS

WRITTEN AFFIRMATION CONCERNING STATE ETHICS LAWS SUMMARY

General Statutes § 1-101qq contains three requirements with respect to the OSE's state ethics laws summary:

1. State agencies must provide large state construction or procurement contractors with the state ethics laws summary; and—before accepting their bids—must obtain written affirmation that their key employees read, understand, and agree to comply with those laws.

2. Large state construction or procurement contractors must, in turn:

    a. provide their subcontractors and consultants with the state ethics laws summary,

    b. obtain the same written affirmation as above from their subcontractors and consultants, and

    c. provide the affirmations to the state agency with which they have the contract—or face termination of the contract.

3. The state ethics laws summary must be included by reference in each contract with a contractor, subcontractor or consultant.

ETHICS AFFIDAVITS & CERTIFICATIONS FOR STATE CONTRACTS

The Office of Policy and Management has created ethics forms to help executive branch agencies comply with the State's contracting requirements. The forms include, for example, "Affirmation of Receipt of State Ethics Laws Summary" and "Gift and Campaign Contribution Certification." Copies of these forms and other updated information regarding state contractors can be found on the websites of the Office of Policy and Management and the Department of Administrative Services.

NOTE: *The OSE does not have jurisdiction over the ethics affidavits and certifications. Questions concerning them should be directed to the Office of Policy and Management.*

ETHICS ENFORCEMENT

Enforcement of the Ethics Codes is initiated by a complaint, which is filed by the OSE Ethics Enforcement Officer or a member of the public. In most cases, a complaint by the Ethics Enforcement Officer is preceded by a confidential staff evaluation.

A two-stage process follows:

1. Confidential investigation and confidential probable cause hearing.

2. If probable cause is found, a public hearing to determine if a violation has occurred.

At any stage of this process, the OSE and the Respondent may negotiate a settlement.

After a finding or admission of a violation, the CEAB may order the Respondent to comply with the Ethics Codes in the future, file any required report or statement, and/or pay a civil penalty.

For failure to file a report, statement, or other information required by the Ethics Codes, the CEAB may, after a hearing, impose a civil penalty of up to $10 per day, with the aggregate penalty for any one violation being $10,000.

The OSE may refer matters to the Chief State's Attorney for criminal prosecution. An intentional violation of the Ethics Codes is a misdemeanor for the first violation, unless the individual has derived a financial benefit of at least $1,000. In that case, the violation is a class D felony.

The Attorney General may sue for up to three times the economic gain received through knowingly committing or knowingly profiting from a violation of the Code.

The "*Citizen's Guide to Filing a Complaint*," which is available on the OSE's website, gives a detailed overview of the complaint process and related confidentiality rules.

ATTACHMENT C

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 Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Limitations

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

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring

notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

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

Contract Consequences

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

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

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

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 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.