

**REQUEST FOR PROPOSALS (RFP)**  
**BY**  
**THE STATE OF CONNECTICUT INSURANCE DEPARTMENT**

**BACKGROUND**

The State of Connecticut Insurance Department (hereinafter State) is seeking to contract with a vendor to conduct an end to end review and analysis of its Consumer Affairs Division processes and procedures to identify and recommend re-engineering or transformation opportunities to enhance overall service capabilities and delivery.

The statutory mission of the Consumer Affairs Division, as provided in relevant part in Conn. Gen. Stat. §38a-9 is:

The division shall receive and review complaints from residents of this state concerning their insurance problems, including claims disputes, and serve as a mediator in such disputes in order to assist the commissioner in determining whether statutory requirements and contractual obligations within the commissioner's jurisdiction have been fulfilled. There shall be a director of said division, who shall be provided with sufficient staff. The division shall serve to coordinate all appropriate facilities in the department in addressing such complaints, and conduct any outreach programs deemed necessary to properly inform and educate the public on insurance matters. The Division of Consumer Affairs shall provide an independent arbitration procedure for the settlement of disputes between claimants and insurance companies concerning automobile physical damage and automobile property damage liability claims in which liability and coverage are not in dispute. Such procedure shall apply only to disputes involving private passenger motor vehicles as defined in subsection (e) of section 38a-363.

**SCOPE OF SERVICES**

This assignment will include the following tasks:

1. Work in close coordination with the Commissioner of Insurance ("Commissioner") and designated staff to develop strategic policy and plan to establish a state of the art Consumer Affairs Division.
2. Identify and recommend improvement opportunities.
3. Prepare a plan of action and milestones to implement improvements.
4. Develop, implement and execute plans to train management and operational staff.
5. Develop workflows and processes; create procedure manuals and reference tools.
6. Develop and implement consumer complaint data capture processes and reports to be used to monitor and profile complaint activity for regulatory and legislative activities.

7. Identify and develop performance management tools.
8. Coordinate the efforts of the various stakeholders to execute the plan.
9. Submit progress reports and brief State designees as required.

### **CONTRACT PERIOD**

The State anticipates that the successful proposer will commence work no later than January 2, 2008 and conclude work no later than until October 31, 2008. 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 developing and designing consumer service capabilities. Government and regulatory experience is considered desirable but not necessary.

### **SUBMISSION DEADLINE**

The due date for proposals is 4:00 PM on Friday, October 26, 2007. Five (5) copies of each proposal must be received in the required packaging and labeling at the Insurance Department no 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. The address for delivery is:

State of Connecticut Insurance Department  
153 Market Street, 7<sup>th</sup> Floor  
Hartford, CT 06103  
ATTN: Beth Cook, Esq.

### **RFP PROCEDURES**

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

Counsel  
State of Connecticut Insurance Department  
153 Market Street, 7<sup>th</sup> Floor  
Hartford, CT 06103  
E-MAIL: [Beth.Cook@ct.gov](mailto:Beth.Cook@ct.gov)

All communications with the State regarding this RFP must be directed to the Official State Contact. **Communications must be submitted in writing via email. No communications will be accepted via phone or fax.** Subject line reference should state: Consumer Affairs Transformation Proposal Inquiry.

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. *Letter of Intent.* No letter of intent is required for this RFP.

E. *Inquiry Procedures.* All questions regarding this RFP and submission requirements must be directed, in writing, to the Official State Contact by 4:00 PM on, October 11, 2007. 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 Insurance Department website at [www.ct.gov/cid](http://www.ct.gov/cid) by 4:00PM on October 17, 2007.

F. *Proposers' Conference.* There will be no proposers' conference scheduled for this RFP.

G. *Resource Library.* There is no resource library for this RFP.

H. *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 four (4) copies of the proposal must be submitted. The proposal must be signed by the proposer. Unsigned proposals will be rejected. Proposals transmitted by facsimile or email may not be accepted or reviewed.

I. *Proposals Due.* An original and four (4) copies of the must be received no later than 4:00 PM on October 26, 2007.

J. *Minimum Submission Requirements.* At a minimum 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.

K. *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.

L. *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 November 5, 2007.

M. *Contractor Selection.* It is the State's intention to notify the successful proposer by November 12, 2007 and to initiate this engagement as soon as possible thereafter.

N. *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.

September 27, 2007 RFP Released

October 11, 2007, 4:00 p.m. Deadline for Questions

October 17, 2007 4:00 p.m. Written Answers to Questions Released

October 26, 2007, 4:00 p.m. Proposals Due

Week of November 5, 2007 Meetings with Proposers

November 12, 2007 Contractor Selection

November 12, 2007 Start of Contract Negotiations

January 2, 2008 Start of Contract

## **RFP CONDITIONS**

All proposers must be willing to adhere to the following conditions and must positively state this in the proposal.

- 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).

- C. 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**, the State will endeavor to keep said information confidential to the extent permitted by law. The State, 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 the State or any of its staff have any liability for disclosure of documents or information in the possession of the State which the State or such staff believes to be required pursuant to the FOIA or other requirements of law.
- D. **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.
- E. Any product or process, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the State.
- F. Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- L. 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.
- M. 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.
- N. Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP Selection Committee.
- O. 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.
- P. 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.
- Q. The proposer accepts the State's **Standard Contract Language**. A copy of the generic contract is attached for review as Attachment B.
- R. 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.

- S. Proposers will be required to execute forms identified in Attachment C to this proposal. Responses which do not contain these completed forms will be disqualified.
- T. The successful candidate will be required to execute forms identified Attachment D to this proposal. Inability to provide these forms will cause the contract offer to be rescinded and a substitute vendor selected.

### **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.

#### **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 - 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 3 - STATEMENT OF WORK

- a. *Work Plan.* Provide a detailed, task-oriented breakdown for each activity/task 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 4 – 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 5 - PROPOSED COST

Include a detailed cost proposal. *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 6 – 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 – PROPOSAL AFFIDAVITS, CERTIFICATIONS and RESOLUTIONS**

Completed Affidavits, Certifications and Resolutions as listed in Attachment C.

**SECTION 9 – AWARD AFFIDAVITS, CERTIFICATIONS and RESOLUTIONS**  
Statement of ability to complete and submit Affidavits, Certifications, and Resolutions as identified in Attachment D if proposer is awarded contract.

#### **Section 10 - 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**

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. 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 and within the budget as stated in the proposal.
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. *ABILITY TO PROVIDE REQUIRED RESOLUTIONS, CERTIFICATIONS, AFFIDAVITS.*

## **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.

## Attachment A

### AFFIRMATION OF BIDDER

The undersigned Vendor affirms and declares:

- 1) That this proposal is executed and signed by said Vendor with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section the RFP.  YES  NO
- 2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP.  YES  NO
- 3) That neither the Vendor and/or any company official nor any subcontractor to the Vendor 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 and/or any company official nor any subcontractor to the Vendor 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

\_\_\_\_\_  
Written Signature of Person Authorized to Bind the Vendor Contractually      Date

\_\_\_\_\_  
Type or Print Name of Authorized Signator

\_\_\_\_\_  
Title of Signator

### IF VENDOR IS A CORPORATION:

What is the authority of signator to bind the Vendor 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 minority owned business?  Yes  No

Women Owned  Black  Hispanic  
 Black & Hispanic  Aleutian & Eskimo  
 American Indian  Asian

## Attachment B

### **AGREEMENT FOR CONSULTING SERVICES**

This Agreement (hereinafter "Agreement") between the **STATE OF CONNECTICUT** acting through the Insurance Commissioner of the State of Connecticut, (hereinafter the "State"), pursuant to sections 4-8 and 38a-8, and 38a-[ **applicable statute**] of the Connecticut General Statutes, and the [**name of contractor**] (hereinafter the "Contractor"). The parties hereto agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of the Agreement.

#### PART 1

#### CONDITIONS

##### **1. Entire Agreement**

The Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. The Agreement shall supersede all prior written agreements between the parties and 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 all parties and approved by the Attorney General or his Deputy. The Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

##### **2. Changes in Services**

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

##### **3. 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 the Agreement, and shall maintain complete control over its employees and all of its subcontractors, if any. Contractor shall perform all services in accordance with its methods, subject to compliance with the Agreement and all applicable laws and regulations. Contractor shall furnish fully qualified personnel to perform the services under the Agreement. 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 Contractor.

#### **4. Quality Control**

(a) Contractor agrees to provide services as specified by the Agreement in a manner that shall reflect its high regard for quality;

(b) Contractor agrees to take all reasonable steps necessary to safeguard data, files, reports, or other information from loss, destruction, or erasure;

(c) The State agrees to notify Contractor, in writing, of any incident that may give rise to liability on the part of Contractor within ten (10) days of the date of its acquiring knowledge of such potential liability; and

(d) Contractor agrees to notify the State, in writing, of any incident that may give rise to liability on the part of the State within ten (10) days of the date of its acquiring knowledge of such potential liability.

#### **5. Notices**

Unless otherwise expressly provided to the contrary, any notices provided for hereunder shall be in writing and may be delivered personally or by mail. Notices will be effective if delivered personally or, if by mail, upon receipt, to the following addresses:

State:                    name  
                                 Title  
                                 Address  
                                 Address  
                                 Phone  
                                 email

Contractor:            name  
                                 Title  
                                 Address  
                                 Address  
                                 Phone  
                                 email

The parties may change their respective addresses for notices under this section 4 upon prior written notification to each other.

**6. Laws and Regulations**

The 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 hereunder.

**7. Jurisdiction**

Contractor agrees that the execution of the Agreement and the performance of its obligations hereunder, shall be deemed to have a Connecticut situs and Contractor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, his successors or assigns may commence hereunder. Accordingly, Contractor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning the Agreement or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

**8. Labor and Personnel**

At all times, Contractor shall utilize qualified personnel necessary to perform the services under the Agreement.

**9. Conflicts, Errors, Omissions and Discrepancies**

In case of conflicts, discrepancies, errors or omissions among the various parts of the 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 are undertaken at Contractor's risk.

**10. Third Parties**

The Agreement is between the State and Contractor only and shall not be relied upon by, or create any rights in, any third party.

**11. Indemnity**

Contractor hereby agrees to indemnify, 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 the Agreement, including those arising out of injury to or death of Contractor's employees, 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 or agents.

**12. 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 without the prior written consent of the State.

**13. Inspection**

All services performed by Contractor under the Agreement shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services and grant the State's duly authorized representatives free access at all reasonable times upon 24 hours' notice to any and all books and records relating to such services.

**14. Non-Waiver**

None of the conditions of the Agreement shall be considered waived by the State or 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 the Agreement unless expressly stipulated in such waiver.

**15. Examination of Contractor's Records; Confidentiality**

Contractor shall maintain records and other evidence pertaining to work performed under the Agreement during the contract period and for three full years from termination of the contract. Contractor shall maintain the confidentiality of medical information at all times in accordance with state and federal law. Contractor shall promptly honor any request from an individual for the return of medical records that are his property.

The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Contractor pertaining to work performed under the Agreement in accordance with part 2, section 1 of the Agreement. The State will give Contractor 24 hours' notice of such intended examination. At the State's request, Contractor shall provide the State with hard

copies of, or magnetic tape containing, any data or information relating to the State's business, which data or information is in the possession or control of Contractor.

#### **16. Promotion**

Unless specifically authorized in writing by the Commissioner 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 or employees, or the seal of the State:

- (a) in any advertising, publicity, promotion; or
- (b) to express or to imply any endorsement of Contractor's products or services; or
- (c) in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except to prepare and deliver in accordance with the Agreement such items as are hereby contracted for by the State.

#### **17. Survival**

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to these set forth herein part 1, sections 7, 10, 11, 12, 15, 16, 18, and 20 of the Agreement, shall remain in full force and effect.

#### **18. Ownership of Material**

Any data provided to Contractor by the State or developed by Contractor with regard to the State shall belong exclusively to the State unless the State agrees in writing to the contrary.

#### **19. Non-Discrimination**

- (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and

additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

- (b) (1) Contractor agrees and warrants that in the performance of the Agreement, Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by 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. Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the work involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the Connecticut General Statutes, as amended by section 5 of Public Act 89-253, and sections 46a-68e and 46a-68f of the Connecticut General Statutes; (5) 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 Contractor as relate to the provisions of this section and section 46a-56 of the Connecticut General Statutes.
- (c) Determination of Contractor's good faith efforts shall include, but shall not be limited to, the following factors: 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) Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) 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 exempt by regulations or orders of the Commission. 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 section 46a-56 of the Connecticut General Statutes, as amended by section 5 of Public Act 89-253; provided if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, 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) Contractor agrees to comply with the regulations referred to in this section as they exist on the date of the Agreement and as they may be adopted or amended from time to time during the term of the Agreement and any amendments thereto.
- (g) Contractor agrees to the following provisions: Contractor agrees and warrants that in the performance of the Agreement 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 of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission On Human Rights And Opportunities advising the labor union or workers' representative of Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the Connecticut General Statutes; 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 Contractor which relate to the provisions of this section and section 46a-56 of the Connecticut General Statutes.

- (h) 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. 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 section 46a-56 of the Connecticut General Statutes; provided, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, 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.
  
- (i) This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract 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 contract. The parties to this contract, 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 contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three and that he will not discriminate in his 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 contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract 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 a party to this contract. The parties to this contract, 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.

**20. Violence in the Workplace Prevention Policy**

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

**21. Sovereign Immunity**

Notwithstanding any provisions to the contrary contained in the 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 the Agreement.

**22. Duration of Agreement**

The Agreement shall be in effect from the date of execution of the Agreement by both parties through the date of termination under section 24 below.

**23. Changes In Ownership Or Status**

(a) Contractor shall report changes in its ownership or operational or administrative status to the Commissioner within thirty (30) days of the effective date of such change. Anything in the Agreement to the contrary notwithstanding, the Commissioner reserves the right to terminate the Agreement if the Commissioner determines that the reported change(s) may negatively impact the effectiveness or objectivity of Contractor.

**24. Termination of Agreement**

(a) The Agreement may be terminated without cause by either party upon ninety (90) days written notice as provided in section 24 of part 1. Nevertheless, Contractor agrees that the Commissioner may terminate the Agreement at any time if the Commissioner determines that continuation of the Agreement may result in unfair, biased or unreliable determinations which pose a threat to the public health.

(b) In the event of termination of the Agreement, properties of either party shall be returned upon written request of the party. Contractor shall promptly return medical records that are the property of an individual to that person.

(c) In the event of termination of the Agreement, Contractor shall prepare and submit a final invoice to the State for payment.

(d) The parties agree that the Agreement may be terminated upon ninety (90) days' written notice delivered by certified or registered mail as provided in section 5 of this part.

(e) In accordance with section 6 of Governor M. Jodi Rell's Executive Order #7C, promulgated on July 13, 2006, the State Contracting Standards Board ("Board") may review the contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes 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.

## **25. Specification of State Official**

Unless otherwise designated, wherever the term "Commissioner" is used in the Agreement, it means "Insurance Commissioner" and shall include his authorized agent, employee or designee.

## **26. Assignment**

The Agreement shall not be assigned by Contractor without the express prior written consent of the State.

## **27. Severability**

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

## **28. Force Majeure**

Contractor shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental codes or regulations superimposed after the fact, failures of public or private carrier or utility, fire, communication line failures, earthquakes, or other disasters.

**29. Copies of Agreement**

The parties agree that the Agreement shall be executed in duplicate, and either copy may be introduced into evidence during a regulatory or legal proceeding, or used for any purpose, without the production of the other.

**30. Incumbency Certificate**

The State shall receive a true and complete certificate from the Contractor, certified by a corporate Secretary (or similar officer), certifying that the signor is authorized to sign the Agreement on behalf of their respective company.

**31. Contractor Certification**

(a) By its signing this Agreement, the Contractor certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from this Agreement. This Agreement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Contractor, its agent, or employee.

(b) The Contractor certifies and attests that neither the Contractor nor any member of Contractor's staff has provided, or caused to be provided, gifts, as defined in Conn. Gen. Stat. § 1-79(e), to any state official or employee of the contracting agency.

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

(d) The Contractor certifies that no business, personal, or investment relationships exist, or have existed, between the Contractor or members of Contractor's staff and the State.

(e) The Contractor certifies that no items of value have been provided to any elected or appointed official or employee of the State for which full payment has not been made.

**32. Campaign Contribution Restrictions**

For all State contracts as defined in P.A. 07-1 having a value in the 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 \_\_\_\_\_[SEEC Form 11].

***PART 2—SCOPE OF SERVICES***

**[ enter description/specifics of services contracted for]**

**[specific procedures/reporting etc requirements]**

**[performance measurements]**

**[compensation arrangements]**

**Attachment C**

Ethics Form 1  
Authorization to Seek Additional Information



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

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

**INSTRUCTIONS:**

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

**CHECK ONE:**

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

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

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

<u>Date of Gift</u>	<u>Name of Gift Giver</u>	<u>Name of Recipient</u>	<u>Value</u>	<u>Gift Description</u>

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

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

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

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

_____ Printed Contractor Name	_____ <b>Signature of Authorized Official</b>	_____ <b>Date</b>
_____ Federal Employer ID Number (FEIN) or Social Security Number (SSN)	_____ Printed Name of Authorized Official	
_____ Awarding State Agency	_____ Start Date of Agency Planning	_____ Contract Execution Date

**Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.**

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

**QUALIFIED PROVIDER CANDIDATE AUTHORIZATION TO RELEASE  
INFORMATION**

I hereby authorize any person, educational institution, or company I have listed as a source of education, certification, employment or as a reference on my application to become a Qualified Provider for the State of Connecticut Insurance Department to disclose in good faith any information they may have regarding my qualifications and fitness for selection as a provider. I will hold any former employers, educational institutions, and any other persons giving references or information free of liability for the exchange of this information and any other reasonable and necessary information incident to the selection process.

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

Name of Consulting Firm: \_\_\_\_\_

Signed: \_\_\_\_\_

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

## **Attachment D**

Ethics Form 5

PA 07-142 Non-discrimination Resolution (whichever is applicable, individual or corporate)

Contractor Ethics Booklet

SEEC 11 Form



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

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

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

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

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

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and 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.

Form with fields for Printed Name of Bidder or Vendor, Signature of Chief Official or Individual, Date, Federal Employer ID No. (FEIN) or Social Security Number (SSN), Printed Name (of above), and Awarding State Agency.

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Commissioner of the Superior Court or Notary Public

## NONDISCRIMINATION CERTIFICATION

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

I, signer's name, of business address, am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for if available, insert "Contract No. \_\_\_\_"; otherwise generally describe goods or services to be provided. I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

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

\_\_\_\_\_  
Signature

Effective June 25, 2007

## NONDISCRIMINATION CERTIFICATION

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

I, signer's name, signer's title, of name of entity, an entity lawfully organized and existing under the laws of name of state or commonwealth, do hereby certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by the governing body of name of entity, in accordance with all of its documents of governance and management and the laws of name of state or commonwealth, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That name of entity hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

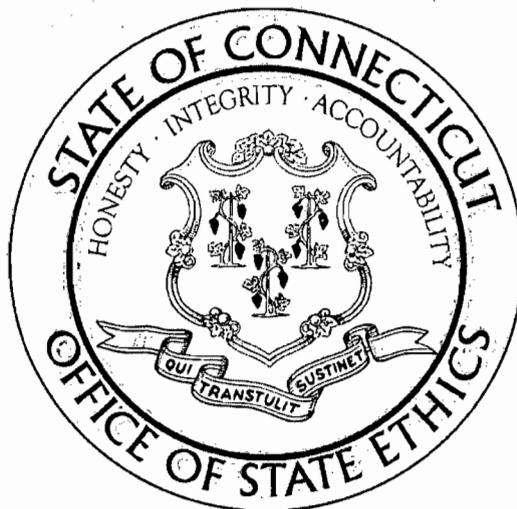
WHEREFORE, the undersigned has executed this certificate this \_\_\_\_ day of \_\_\_\_, 20

\_\_\_\_\_

\_\_\_\_\_  
Signature

Effective June 25, 2007

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



**2007**

# **Guide for Current or Potential State Contractors**

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## **INTRODUCTION**

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

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

- The Code of Ethics for Public Officials (Part I); and
- The Code of Ethics for Lobbyists (Part II).

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

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

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

860/566-4472  
[www.ct.gov/ethics](http://www.ct.gov/ethics)



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### **THE OFFICE OF STATE ETHICS (OSE)**

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

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

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

The OSE is made up of the following components:

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

### **THE BIG PICTURE**

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

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

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

### GIVING BENEFITS TO STATE PERSONNEL



#### Gifts

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

#### Regulated Donors

Regulated donors include:

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

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

#### Gift Exceptions

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

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

## Guide for Current or Potential State Contractors

- *Gifts to the State (NEW)* – Regulated donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 16 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

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

### Gift Provisions

*Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.*

*Even though you are under the permissible \$50 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.*

### Reporting Requirements

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

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



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

## Guide for Current or Potential State Contractors

### Necessary Expenses

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

Necessary expenses can include:

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



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

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

### Fees/Honorariums

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



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

#### Necessary Expenses, Fees and Honorariums

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

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

### HIRING STATE PERSONNEL

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

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

#### Lifetime Bans

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

#### One-year Bans

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

#### Post-state Employment

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

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

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

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

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

#### Other Considerations

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



#### **Outside Employment**

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

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

## **OTHER PROVISIONS**

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

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

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

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

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

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



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

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

### **Registering as a Lobbyist**

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



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

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

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

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

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

### **Executive Orders**

#### Executive Order 3

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

#### Executive Order 7C

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

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

## Guide for Current or Potential State Contractors

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### FOR MORE INFORMATION

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

Office of State Ethics  
18-20 Trinity Street  
Hartford, CT 06106-1660



T: 860/566-4472  
F: 860/566-3806  
[www.ct.gov/ethics](http://www.ct.gov/ethics)



### Specific Contacts:

Questions or advice regarding the Ethics Codes: [Ethics.Code@ct.gov](mailto:Ethics.Code@ct.gov)  
Lobbyist filing/reporting questions: [lobbyist.OSE@ct.gov](mailto:lobbyist.OSE@ct.gov)  
Public official filing/reporting questions: [SFI.OSE@ct.gov](mailto:SFI.OSE@ct.gov)  
Enforcement questions: [Ethics.Enforcement@ct.gov](mailto:Ethics.Enforcement@ct.gov)  
All other inquiries: [ose@ct.gov](mailto:ose@ct.gov)



SEEC FORM 11

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.