

## LEGAL NOTICE

### Request for Proposal for Services

The State of Connecticut, Connecticut Siting Council (Council), in the United States is seeking proposals to provide certain consulting services in matters related to developing a wireless telecommunications network design for coverage in specified areas within the State of Connecticut.

The intent of the request is to identify individuals or firms with the necessary expertise to assist the Council in the technical analysis and evaluation of existing wireless telecommunications services and coverages in specific areas and create a design plan for future wireless telecommunications coverage needs and gaps taking into consideration projections of future demand and technology within a stated timeframe.

The request for proposals is available online at <http://ct.gov/csc> and [www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp), or from Lisa Fontaine, Connecticut Siting Council, 10 Franklin Square, New Britain, CT 06051 (USA). Telephone (860) 827-2935, Fax (860) 827-2950. Questions related to this RFP may be submitted by mail, FAX, or e-mail ([siting.council@ct.gov](mailto:siting.council@ct.gov)) to the Council no later than 4:00 PM EST, Thursday, November 8, 2007. **Deadline** for final RFP submission is 4:00 P.M. EST, Thursday, December 6, 2007.

TO BE PUBLISHED IN  
THE HARTFORD COURANT, THE NEW YORK  
TIMES, WALL STREET JOURNAL, BOSTON  
GLOBE, RCR WIRELESS NEWS MAGAZINE,  
WIRELESS WEEK MAGAZINE, WIRELESS WAVE,  
NORTHEAST MINORITY NEWS, NORTHEAST  
AGENT, INNER CITY NEWS, AND CSC and DAS  
WEBSITES

**REQUEST FOR PROPOSAL (RFP)**  
**BY**  
**THE STATE OF CONNECTICUT**  
**CONNECTICUT SITING COUNCIL**  
Telecommunications Network Design Review and Plan

**BACKGROUND**

The State of Connecticut, Connecticut Siting Council (Council), in the United States is seeking a proposer to provide certain consulting services in matters related to developing a wireless telecommunications network design for coverage in specified areas within the State of Connecticut. The State wishes to retain a contractor with considerable experience and the necessary expertise to assist the Council in the technical analysis and evaluation of existing wireless telecommunications services and coverages in specific areas and create a design plan for future wireless telecommunications coverage needs and gaps taking into consideration projections of future demand and technology.

These services are authorized in accordance with Connecticut General Statutes Section 16-50v(f).

**SCOPE OF SERVICES**

1. Gathering a body of material relating to current wireless telecommunications coverages/services for a specific area in the western and northwestern region of Connecticut. The consultant will then create a development plan for wireless coverage and anticipated capacity needs using the latest technology and innovations, including but not limited to Distributed Antenna Systems (DAS), micro-cells, and repeaters. The consultant will provide this network design in a Report which may be the subject of a public hearing. The report will be brought before the Council for review and consideration to potentially serve as a guide used by our agency when rendering telecommunications-related decisions.
2. Assisting Connecticut Siting Council staff in creating a report and communicating this information about design techniques to the Council in order to aid in the decision-making process.

**CONTRACT PERIOD**

The State anticipates that the successful proposer will commence work on or about February 1, 2008, and continue until March 31, 2009. The contract may, upon mutual consent, be extended.

**QUALIFICATIONS**

1. Detailed knowledge and experience in the complexities involved in network build-outs, including but not limited to using available structures, site selection, permitting, and cost analysis.
2. A minimum of ten (10) years experience in matters related to wireless telecommunications network building.

### **SUBMISSION DEADLINE**

The due date for proposals is 4:00 P.M. EST on Thursday, December 6, 2007. Proposals must be received in the required packaging and labeling at the Connecticut Siting Council, Ten Franklin Square, New Britain, CT 06051 (Attn: Lisa Fontaine) 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**

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

Lisa Fontaine  
Connecticut Siting Council  
Ten Franklin Square  
New Britain, CT 06051  
Telephone (860) 827-2969  
Fax (860) 827-2950.  
E-Mail [lisa.fontaine@ct.gov](mailto:lisa.fontaine@ct.gov)

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

2. *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.
3. *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.
4. *Inquiry Procedures.* All questions regarding this RFP and submission requirements must be directed, in writing, to the Official State Contact by 4:00 PM, EST, Thursday, November 8, 2007. Proposers are required to limit their contact regarding this RFP to the person named herein. Written responses to all

questions received will be posted to the Council's Internet website (<http://ct.gov/csc>) not later than Wednesday, November 21, 2007.

5. *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. When submitting, please label the outside package of the proposal with the initials "RFP" in large, bold type or script clearly visible on the left bottom portion of the package. Also, please place the proposal in an envelope/package inside the envelope/package. An original (clearly identified as such) and 6 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.
  6. *Proposals Due.* An original (clearly identified as such) and 6 copies as well as an electronic version of proposal in software compatible with Microsoft Word 7.0 must be received no later than 4:00 PM EST, Thursday, December 6, 2007.
  7. *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.
  8. *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.
  9. *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.
  10. *Contractor Selection.* It is the State's intention to notify the successful proposer by Friday, January 11, 2008, and to initiate this engagement as soon as possible thereafter.
- A. *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.

Thursday, September 13, 2007  
Thursday, November 8, 2007  
Wednesday, November 21, 2007  
Thursday, December 6, 2007

RFP Released  
Deadline for Questions  
Written Answers to Questions Released  
Proposals Due

December 17 <sup>th</sup> through Jan. 4 <sup>th</sup> , 2008	Meetings with Proposers (depending upon availability of selection committee and proposers)
Friday, January 11, 2008	Contractor Selection and Start of Contract Negotiations
Friday, February 1, 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 by completing the **CSC Vendor/Bidder Profile Sheet**.

- 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**, CSC will endeavor to keep said information confidential to the extent permitted by law. CSC, 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 CSC or any of its staff have any liability for disclosure of documents or information in the possession of CSC which CSC 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 and agrees to be bound by the State's **Standard Contract Language**. (Attachment A)
- 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. (Attachment)

### REQUIRED FORMAT FOR PROPOSALS

All proposals must follow the required format and address all requirements listed in the prescribed order and using the prescribed numbering convention. Proposals must set forth accurate and complete information inclusive of the following items. At the Council's discretion, failure to include any of this information will result in exclusion from consideration:

- Font Size: 12 pitch
- Font Type: Times Roman
- Margins: 1" minimum on the top, bottom, and sides of all pages
- **DO NOT** use material dependant on color distinctions, animated electronics, etc. in submissions.
- Number of Copies: An original and 6 copies of the proposal must be received no later than 4:00 PM EST, Thursday, December 6, 2007
- One (1) Electronic Version. Format: Microsoft Word 7.0 or compatible software.

## 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

Information about the Bidder. The name, location, mailing addresses, telephone numbers, FEIN/SSN of the bidder and other pertinent information.

Also, 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. **CSC Vendor/Bidder Profile Sheet**
- b. **Agency Vendor Form (SP-26NB)**
- c. **W-9** available at <http://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 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. Proposals must be priced as a not-to-exceed all inclusive dollar amount for the completion of all tasks identified. Provide a fee schedule of hourly rates for personnel who will be assigned to work under this contract. This fee schedule must reflect all expenses, including any and all increases projected to occur during the term 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 and Summary of State Ethics Laws)

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.

#### SECTION 9 – SUPPORT OF NONDISCRIMINATION AGREEMENTS AND WARRANTIES

Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Exhibit A is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

#### 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**

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. *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.

## **ATTACHMENT A**

### **SECTION 1**

This Agreement (hereinafter referred to as "Agreement") is entered into between the State of Connecticut (hereinafter "State") acting through the Connecticut Siting Council (hereinafter "CSC") pursuant to Connecticut General Statutes § 16-50n(e), and \_\_\_\_\_, 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 on \_\_\_\_\_ and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than March 31, 2009 (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 Executive Director of CSC, or his authorized agents, employees or designees.

### **SECTION 3 NOTICE OF CHANGE AND CANCELLATION**

This Agreement may be canceled at will by either party upon ten (10) days written notice delivered by certified or registered mail. Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

State:           State of Connecticut  
                  Connecticut Siting Council  
                  Ten Franklin Square  
                  New Britain, CT 06051  
                  Attention: Lisa Fontaine

Contractor:

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

## **SECTION 4 SPECIFICATION OF SERVICES**

1. Gathering a body of material relating to current wireless telecommunications coverages/services for a specific area in the western and northwestern region of Connecticut. The consultant will then create a development plan for wireless coverage and anticipated capacity needs using the latest technology and innovations, including but not limited to Distributed Antenna Systems (DAS), micro-cells, and repeaters. The consultant will provide this network design in a Report which may be the subject of a public hearing. The report will be brought before the Council for review and consideration to potentially serve as a guide used by our agency when rendering telecommunications-related decisions.
2. Assisting Connecticut Siting Council staff in creating a report and communicating this information about design techniques to the Council in order to aid in the decision-making process.
3. Completing the project by March 31, 2009.

## **SECTION 5 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 CSC, the Department of Administrative Services and/or by the Attorney General of the State.

## SECTION 6 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 examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The 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 of or magnetic disk or tape containing 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 incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

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

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.

**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:**

1. Workers' Compensation
2. Employer's Liability

**Minimum Amounts and Limits**

Connecticut Statutory Requirements  
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 Executive Director of CSC, 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 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 3 of this Agreement.

**O. Survival**

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

**P. Americans with Disabilities Act**

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of 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 and Executive Orders**

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

(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 Connecticut General Statutes § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

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

(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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's 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, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the 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, as amended by Section 5 of Public Act 89-253; 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 Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; 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; the Contractor agrees to provide the Commission 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 State may so enter.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, 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, 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.

**R. Violence in the Workplace Prevention**

This Agreement 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 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.

**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 on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, 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. Governor M. Jodi Rell's Executive Order No. 7C**

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, Contractor shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No 1, 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 CSC.

**BB. State Contracting Standards Board**

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for CSC's consideration and final CSC 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.

**CC. 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 CSC 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 CSC 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.

**DD. 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.

**EE. 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.

**FF. Campaign Contribution and Solicitation Prohibitions**

For all State contracts 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 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.

**ATTACHMENT B**

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



**2006**

## 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:

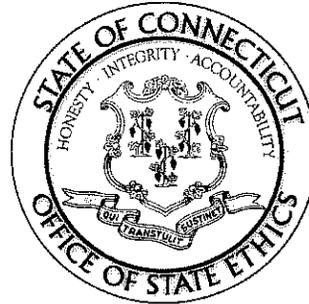
- The Code of Ethics for Public Officials (Part I); and
- The Code of Ethics for Lobbyists (Part II).

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)



**Guide for Current or Potential State Contractors**

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## Guide for Current or Potential State Contractors

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### THE OFFICE OF STATE ETHICS (OSE)

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

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

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.**

## Guide for Current or Potential State Contractors

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### GIVING BENEFITS TO STATE PERSONNEL



#### Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **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) – (16) 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).
- *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) – (16).

### Guide for Current or Potential State Contractors

**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 after 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.*

### Guide for Current or Potential State Contractors

#### Gifts to the State - *NEW*

Regulated donors are *prohibited* from giving gifts to the state (such as a fax machine, truck, or free training or conference/event participation). This is new as of April 2006, pursuant to Conn. Gen. Stat. § 1-84 (q), and as interpreted by Advisory Opinion No. 2006-3.

Note that non-regulated donors may still provide gifts to the state.

#### Gifts to the State

*Example: For the past five years, your company has donated overstock equipment such as fax machines and photocopiers to a state agency for its use in carrying out state business. You would like to do so again in 2006.*

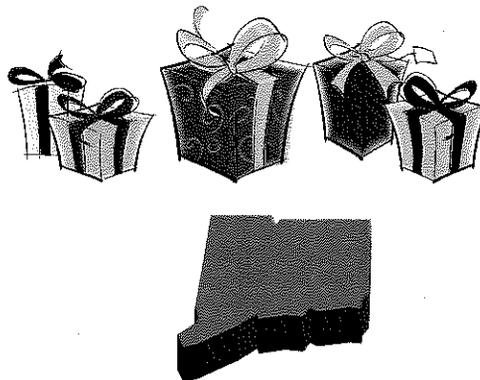
*An item donated for use on state property falls within the Code's definition of a gift to the state. As of April 2006, however, such gifts to the state are prohibited from regulated donors. Therefore, you are not permitted to provide the machines to the agency.*

#### Gifts to the State

*Example: It has been common practice for your company to allow employees of a particular state agency to attend a regional training event free of charge. The event facilitates their state function by providing training applicable to their job duties.*

*Per the General Assembly's adoption of § 1-84 (q), and subsequently Advisory Opinion 2006-3, this is no longer permissible, as it is a gift to the state provided by a regulated donor.*

*(Non-regulated donors may still provide gifts to the state.)*



## Guide for Current or Potential State Contractors

### 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.*

## Guide for Current or Potential State Contractors

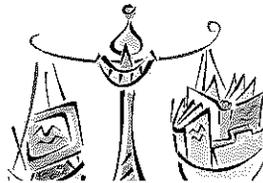
### Outside Employment for Current Public Officials and State Employees

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.*

## Guide for Current or Potential State Contractors

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### OTHER PROVISIONS

#### Prohibited Activities for Consultants or Independent Contractors

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

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract;
- 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).



## Guide for Current or Potential State Contractors

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### **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.

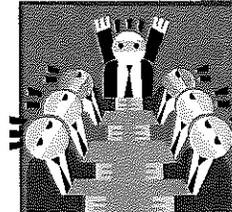
This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

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 for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.



Portal

#### 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)



## 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 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.

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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.

**STATE OF CONNECTICUT**

**CONTRACT COMPLIANCE PACKAGE**

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## I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

## II. BIDDER'S PACKET

- The following forms are **MANDATORY** and must be completed and returned to this agency with the response to the Request for Proposal or the Grant Application.
  1. Notification to Bidders Form
  2. Bidder Contract Compliance Monitoring Report
- Definitions and descriptions to assist in completing the Bidder Contract Compliance Monitoring Report

## III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT

- Non-Discrimination and Affirmative Action Provisions in State Contracts, C.G.S. Section 4a-60 through 4a-60a
- Department of Administrative Services, C.G.S. Section 4a-60g through 4a-60j
- Department of Economic and Community Development, C.G.S. Section 32-9n
- Commission on Human Rights and Opportunities, C.G.S. Sections 46a-56 and 46a-68
- Commission on Human Rights and Opportunities Administrative Regulations Sections 46a-68j-21 through 46a-68j-43 and Sections 46a-68k-1 through 46a-68k-8.

**I.**

**CONTRACTOR/GRANTEE  
CONTRACT COMPLIANCE REQUIREMENTS**

# CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

**NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS**

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Office of Policy and Management (OPM), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- 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;
- 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
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide CSC with information about their organizations.

A package of information (see Section II. Bidder's Packet) is provided with forms (and instructions) that must be completed, signed by responsible parties and returned to OPM with the response to the Request for Proposal or with the Grant Application.

*PLEASE NOTE: If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations. Thank you for your cooperation.*

**II.**

**BIDDER'S PACKET**

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

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

## **ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS**

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

\_\_\_\_\_  
Vendor Name

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Federal Employee Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

## 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 bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

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

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

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

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

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

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

**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.

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

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

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

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

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

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

# BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information

(Page 3)

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 Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

## 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__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 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__
--

PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

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											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

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		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
				(X)		
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)
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**III.**

**PERTINENT STATUTES  
AND REGULATIONS**

**OF THE**

**STATE OF CONNECTICUT**

## CONNECTICUT GENERAL STATUTES

*Current through Gen. St., Rev. to 1-1-05\*\**

<b>NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS</b>	
<b>Statute Hyperlink</b>	<b>Description</b>
<a href="#"><u>§ 4a-60.</u></a>	Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.
<a href="#"><u>§ 4a-60a.</u></a>	Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.
<b>DEPARTMENT OF ADMINISTRATIVE SERVICES</b>	
<b>Statute Hyperlink</b>	<b>Description</b>
<a href="#"><u>§ 4a-60g</u></a>	(Formerly § 32-9e) Set-aside program for small contractors, minority business enterprises, individuals with a disability and nonprofit corporations.
<a href="#"><u>§ 4a-60h</u></a>	(Formerly § 32-9f) Administration of set-aside program. Regulations. Access to competitive contracts outside of program guaranteed.
<a href="#"><u>§4a-60i</u></a>	(Formerly § 32-9g) Responsibilities of agency heads to negotiate and approve contracts not affected.
<a href="#"><u>§4a-60j</u></a>	(Formerly § 32-9h) Time for payment of contractors.
<b>DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT</b>	
<b>Statute Hyperlink</b>	<b>Description</b>
<a href="#"><u>§32-9n</u></a>	Office of Small Business Affairs.
<b>COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES</b>	
<b>Statute Hyperlink</b>	<b>Description</b>
<a href="#"><u>§ 46a-56</u></a>	Commission duties.
<a href="#"><u>§ 46a-68c</u></a>	Contractors required to file affirmative action plan. Certificate of compliance issued by commission. Revocation.

<b>Statute Hyperlink</b>	<b>Description</b>
<a href="#"><u>§ 46a-68d</u></a>	Public works contracts subject to affirmative action requirements. Conditional acceptance by commission. Advance filing of plan.
<a href="#"><u>§ 46a-68e</u></a>	Contractors and subcontractors required to file compliance reports.
<a href="#"><u>§ 46a-68f.</u></a>	Compliance reports to include labor union practices.
<a href="#"><u>§ 46a-68g.</u></a>	Prohibition re: contractors who have not satisfactorily complied with affirmative action requirements.
<a href="#"><u>§ 46a-68h.</u></a>	Hearing re: noncompliance.
<a href="#"><u>§ 46a-68i.</u></a>	Right of appeal.
<a href="#"><u>§ 46a-68j</u></a>	Regulations.

and

**REGULATIONS OF CONNECTICUT STATE AGENCIES**  
*Current with materials published in Conn.L.J. through 9-23-97.\*\**  
**TITLE 46A. HUMAN RIGHTS**  
**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE**

- § 46a-68j-21 -- § 46a-68j-43 and § 46a-68k-1 -- § 46a-68k-8.

**\*\* There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult your nearest library for the most recent version.**

## CONTRACT COMPLIANCE

### PART I. DEFINITIONS AND GENERAL PROVISIONS

#### Sec. 46a-68j-21. Definitions

As used in Sections 46a-68j-21 to 46a-68j-43 inclusive:

(1) "Affirmative action" means positive action, undertaken with conviction and effort, to overcome the present effects of past discriminatory practices, to achieve the full and fair participation of women and minorities in contract and employment opportunity, and to assure that qualified minority business enterprises enter the economic mainstream of this state's economy. Additionally, "affirmative action" shall mean the responsibility of contractors to develop and implement strategies to achieve equality of contracting and employment opportunity as required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes, as amended by Sections 3 and 4, respectively, of Public Act 89-253;

(2) "Agency" means the state or any political subdivision of the state other than a municipality;

(3) "Awarding agency" means an agency which has awarded or granted a contract subject to Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(4) "Commission" means the commission on human rights and opportunities created by Section 46a-52 of the Connecticut General Statutes as amended by Section 1 of Public Act 89-332;

(5) "Contract" means any agreement, written or otherwise, between any person and an awarding agency for goods or services;

(6) "Contract compliance requirements" or "contract compliance statutes" means, if the awarding agency is the state, both Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes; and, if the awarding agency is a political subdivision of the state other than a municipality, but not the state, only Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(7) "Contractor" means a party to a contract with an awarding agency, and includes a contractor's agents, successors, assigns or any other present or future enterprise sharing one or more of the following characteristics with the contractor: (a) interlocking directorships; (b) interrelation of operations (c) common management; (d) common control of labor relations, (e) common ownership of stock, equipment or materials; (f) common financial control of operations; or (g) any other factor evidencing such intermingling of affairs that it is unjust to recognize the separate existence of otherwise nominally, independent entities. In addition to the foregoing, the word "contractor shall include a subcontractor if the awarding agency is the state or if the contract is for a public works project;

(8) "Discriminatory practice" means the violation of law referred to in Section 46a-51 (8) of the Connecticut General Statutes;

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

(10) "Good faith efforts" means, but is not 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;

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(11) "Minority business enterprise" means a business meeting the criteria set forth in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(12) "Party" means a person having a legal or property interest in a contract;

(13) "Person" means one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers and the state and all political subdivisions and agencies thereof;

(14) "Political subdivision of the state" means a body politic and corporate or other public instrumentality exercising some portion of the sovereign power of the State of Connecticut;

(15) "Protected Group" means those classes or groups of persons specified in and protected by either applicable state or federal antidiscrimination laws, except that, for affirmative action purposes, the limitations set forth in Section 46a-61 of the Connecticut General Statutes shall apply;

(16) "Public works contract" or "public works project" means a contract for public works as defined in Section 46a-68b of the Connecticut General Statutes as amended by Section 1 of Public Act 89-253;

(17) "Reasonable technical assistance and training" means, but is not limited to, the extension of the following kinds of support services by contractor to a minority business enterprise: providing assistance in bidding and estimating costs of projects, goods or services; providing equipment or skilled personnel, under the direction and control of the minority business enterprise, to allow such enterprise either to bid on or complete a project or to obtain or supply goods or services; or any advice, assistance or training of a similar character designed to allow the minority business enterprise to enter into or fulfill contractual obligations;

(18) "State" means the state of Connecticut including each agency, department, board, commission or council thereof but not any political subdivision of the state or a municipality;

(19) "Subcontract" means any agreement subordinate to another contract, written or otherwise, between a party to the original contract and one who is not a party to that contract;

(20) "Subcontractor" means a party to a subcontract with a contractor who has agreed to provide some or all of the goods and services the original contractor is required to provide;

(21) "Support data" means statistical data, books and records of account, personnel files and other materials and information regarding compliance with antidiscrimination and contract compliance statutes;

(22) "Technical assistance and training" means the financial, technical or other resources traditionally unavailable to minority business enterprises that a contractor extends to enable such enterprises to compete in the market place as any other contractor, such assistance being provided by the contractor in such a way and in such a manner as not to compromise or impair the integrity of such enterprises as legitimate minority businesses fully meeting the requirements of Section 4a-60 of the Connecticut General Statutes.

#### **Sec. 46a-68j-22. Nondiscrimination clause**

(a) Every contract or subcontract subject to contract compliance requirements shall contain the covenants required by Section 4a-60 of Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

*\*\* There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult your nearest library for the most recent version.*

(b) The contract provisions required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of the Public Act 89-253, shall be an implied term of every contract to which an awarding agency is a party, regardless of whether they are expressly incorporated into the contract.

(c) Failure to include the contract provision required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, in a contract or subcontract subject to contract compliance requirements, or ignorance of contract compliance requirements shall not excuse a party from complying with the mandates expressed in Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes.

## **PART II. OBLIGATIONS OF CONTRACTORS**

### **Sec. 46a-68j-23. Obligations of contractors**

Every contractor awarded a contract subject to contract compliance requirements shall:

(1) comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;

(2) cooperate fully with the commission;

(3) submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be prescribed by the commission;

(4) provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;

(5) make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;

(6) maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;

(8) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review;

(9) include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met; and

(10) undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

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#### **Sec. 46a-68j-24. Utilization of minority business enterprises**

(a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

(b) Contractors shall certify under oath to the commission and the awarding agency that minority businesses selected as subcontractors and suppliers of materials meet the criteria for minority business enterprises set out in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, if such businesses are not currently registered with the department of economic development and if the contractor wishes the commission to consider favorably the selection of an unregistered minority business enterprise in the evaluation of the contractor's good faith efforts. If the contractor does not wish the commission to consider its selection of an unregistered minority business enterprise in its evaluation of the contractor's good faith efforts, no certification need be made. The commission shall accept the registration of a minority business enterprise by the department of economic development, unless the commission determines, pursuant to Section 46a-68j-35, or from information received pursuant to Section 46a-68e of the Connecticut General Statutes that an enterprise fails to meet the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253. Pursuant to Section 46a-77 of the Connecticut General Statutes, the department of economic development and other interested state agencies shall cooperate with the commission to assure that a uniform and complete list of legitimate minority business enterprises is maintained to promote the full and fair utilization of such enterprises in all contracts subject to minority business enterprise requirements.

(c) Where the awarding agency is the state or where the contract awarded is for a public works project, the commission, in its evaluation of a contractor's good faith efforts, may require that a minority business enterprise selected as a subcontractor or supplier of materials provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met. If the minority business enterprise, whether registered or not registered with the department of economic development, fails to provide the commission with the required information and the contractor fails to demand performance by the subcontractor, the commission shall not consider such enterprise in its evaluation of the contractor's good faith efforts.

(d) Awarding agencies shall carefully monitor the contractor's selection of subcontractors and suppliers of materials to ensure compliance with Section 32-9e of the Connecticut General Statutes and Section 46a-68-35 (b). The awarding agency's obligation to monitor the contractor's actions shall be a continuing one, and failure to do so shall be deemed a failure to cooperate with the commission.

(e) The commission shall monitor a contractor's good faith efforts in the same manner provided for monitoring a contractor's compliance with antidiscrimination and contract compliance statutes.

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**Sec. 46a-68j-25. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253**

(a) In addition to the obligations of Section 46a-68j-23, and 24, a contractor subject to the requirements of Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-27. Such plan shall be filed with the commission within thirty (30) days of the date the contract is awarded. For good cause shown, the commission may extend the time for filing the plan. No plan shall be considered a plan unless and until it is approved by the commission. Plans shall contain the following elements more particularly described in Section 46a-68j-27:

- (1) policy statement;
- (2) internal communication;
- (3) external communication;
- (4) assignment of responsibility;
- (5) organizational analysis;
- (6) work force analysis;
- (7) availability analysis;
- (8) utilization analysis;
- (9) hiring/promotion goals and timetables; and
- (10) concluding statement and signature.

(b) A contractor currently operating an affirmative action program pursuant to an approved affirmative action plan containing substantially all the elements listed in Section 46a-68j-25 (a) may apply to the commission for permission to file that plan in lieu of the plan elements described in Section 46a-68j-27. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why such plan should be accepted by the commission. The commission may accept as substantially equivalent any plan prepared in accordance with and fully meeting the requirements of:

- (1) 41 CFR Part 60-2, if the contractor is a nonconstruction contractor;
- (2) 41 CFR Part 60-4, if the contractor is a construction contractor;
- (3) the guidelines on affirmative action appearing at 29 CFR Sections 1608.1 through 1608.12, inclusive;
- (4) Sections 46a-68-1 through 46a-68-73, inclusive, of the Regulations of Connecticut State Agencies; or;
- (5) the terms of any other regulation, order or decree deemed by the commission to meet affirmative action requirements.

The commission shall not unreasonably withhold acceptance of alternative plans meeting the standards of Section 46a-68j-25 (a). The Commission may also accept, as complying with the requirements of Section 46a-68j-25 (a), an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-1 through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, disapprove, or approve in part and disapprove in part any plan so submitted. An approved plan must:

- (1) contain all the elements required by Section 46a-68j-25 (a), or acceptable equivalent provisions;

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- (2) comply with the particulars of Section 46a-68j-27 or appropriate substitute rules for the development of affirmative action plans contained in Section 46a-68j-25 (a); and
- (3) demonstrate that the contractor's work force favorably reflects the composition of workers in the relevant labor market area or that the goals and timetables contained in the plan are likely to achieve such result.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved.

(d) If the commission disapproves an affirmative action plan in whole or in part, it shall notify the contractor in writing within ten (10) days of the disapproval. The notice shall state the reason for disapproval and may provide proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan within thirty (30) days of the date the notice of disapproval is mailed by the commission. If the new or amended plan is disapproved, the commission may take appropriate action to obtain compliance with Section 46a-68c of the Connecticut General Statutes.

(e) The commission may monitor a contractor's implementation of its affirmative action plan at any time and may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

**Sec. 46a-68j-26. Affirmative action obligation: of contractors required to file plans pursuant to Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253**

(a) In addition to the obligations of Sections 46a-68j-23, 46a-68j-24 and 46a-68j-25, a contractor subject to the requirements of Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-28. Such plan shall be filed with the commission within thirty (30) days after a bid has been accepted by an awarding agency, or an advance of or at the same time as the bid is submitted, as the contractor elects. For good cause shown, the commission may extend the time for filing a plan, provided that the awarding agency agrees in writing to withhold two per cent of the total contract price per month until the plan is filed and approved by the commission. No plan shall be considered a plan unless and until it has been approved by the commission. Plans shall contain all elements listed in Section 46a-68j-25, as well as the following elements more particularly described in Section 46a-68j-28:

- (1) employment analysis;
- (2) subcontractor availability analysis;
- (3) minority business enterprises goals and timetables;
- (4) program goals and timetables; and
- (5) minority business enterprises assistance and innovative programs.

(b) Any contractor currently operating an affirmative action program pursuant to an affirmative action plan containing substantially all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) may petition the commission for permission to file that plan in lieu of the plan otherwise required. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why the plan

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should be accepted by the commission. The commission may accept as substantially equivalent any plan meeting the requirements of Section 46a-68j-25 (b), provided that the plan or any supplements to it address all areas otherwise required by Sections 46a-68j-25 (a) and 46a-68j-26 (a). The Commission may also accept as substantially equivalent an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-1 through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, approve with conditions or reject any plan so submitted. In addition to the standards announced in Section 46a-68j-25 (c), an approved plan must:

(1) demonstrate a full and fair commitment to the utilization of minority business enterprises as subcontractors and suppliers of materials.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved and shall notify the agency that the contract may be awarded.

(d) If a plan does not meet the standards for an approved plan, the commission may either disapprove or conditionally approve the plan. The commission shall notify the contractor and agency intending to award the contract in writing within ten (10) days of the disapproval or conditional approval. The notice shall state the reason for the commission action and may set forth proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan, or provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the commission. If the new or amended plan is disapproved, and the contractor fails to provide written assurances that it will amend its plan, the commission may take appropriate steps to obtain compliance with Section 46a-68d, 46a-68j-26d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253 including a recommendation that the contract not be awarded, as the case may be.

(e) The commission may conditionally approve a plan only if:

(1) the plan contains all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) or equivalent authority accepted by the commission;

(2) the plan meets a majority of the criteria for approval under Sections 46a-68j-25 (c) and 46a-68j-26 (c);

(3) the contractor provides written assurances that it will amend its plan to conform to commission proposals submitted in accordance with Section 46a-68j-25 (d) to meet affirmative action requirements;

(4) the contractor promises to pledge its best good faith efforts to implement the commission's proposals within agreed upon timetables; and

(5) the contractor takes appreciable steps to implement at least some of the commission's proposals as a token of its commitment to achieve compliance prior to providing written assurances to the commission.

The commission shall closely monitor any contractor granted conditional approval of its affirmative action plan, and shall take all necessary action to assure that the contractor continues to meet affirmative action requirements. If a contractor fails to abide by its written assurances, the commission shall take appropriate action, including notifying the contractor and awarding agency that the commission has revoked its conditional approval or approval of the plan and that the agency should withhold

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payment to the contractor as provided for in Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253.

(f) At any time after the commission grants conditional approval of an affirmative action plan, a contractor may apply for full approval of the plan. An application for approval shall be in writing and shall state what action the contractor has taken to meet affirmative action requirements. The commission shall evaluate an application for approval of an affirmative action plan according to the procedures outlined in Sections 46a-68j-25 (c) and 46a-68j-26 (c). The commission shall notify the contractor and agency within ten (10) days of its decision. The commission shall treat such an application for approval as a new plan, and may approve, approve with conditions or disapprove the request.

(g) The commission shall closely monitor the implementation of affirmative action plans required by Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. The commission may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

**Sec. 46a-68j-27. Elements of plans required by Section 46a-68c of the Connecticut General Statutes as amended by Section 3 of Public Act 89-253**

Affirmative action plans required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) policy statement. The policy statement shall be signed and dated by the contractor: (A) identifying the individual assigned affirmative action responsibilities; (B) affirming the contractor's commitment to achieve equal employment opportunity through affirmative action; and (C) pledging the contractor's best good faith efforts to attain the objectives of the plan;

(2) internal communication. The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its work force;

(3) external communication. The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements;

(4) assignment of responsibility. The contractor shall designate affirmative action responsibilities to an affirmative action officer. In addition to his or her other duties, the affirmative action officer shall: (A) develop, implement and monitor progress on the contractor's affirmative action plan; (B) acquaint workers with their specific responsibilities under the plan; (C) initiate and maintain contact with unions, recruiting sources and organizations serving members of protected groups concerning the achievement of affirmative action requirements; and (D) conduct meetings and orientation sessions, as necessary, to advise workers and management of the goals of

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the plan. The plan shall report all activity taken by the affirmative action officer to achieve these objectives;

(5) organizational analysis. As a preparatory step to the work force analysis, the contractor shall list each job title as it appears in collective bargaining agreements, job specifications or payroll records, ranked from the lowest to the highest paid. Job titles shall be listed by department or other organizational unit.

For lines of progression, the plan shall indicate the order of jobs through which a worker may advance. Job titles without a line of progression shall be listed separately;

(6) work force analysis. For each job title identified in the organizational analysis, the plan shall report: (A) the total number of incumbents; (B) the total number of male and female incumbents; and (C) the total number of male and female incumbents in each of the following groups: (i) whites; (ii) blacks; (iii) Hispanics; and (iv) others;

(7) availability analysis. As a preparatory step to determining whether minorities and females are fairly utilized in the work force, the contractor shall: (A) conduct an analysis which (i) examines the job content of each job title; (ii) identifies a relevant labor market area for each job title; and (iii) matches each job title to the most similar job title in the data source consulted; and (B) calculate the availability of groups identified in Section 46a-68j-27 (6) from: (i) employment figures in the relevant labor market area; (ii) unemployment figures in the relevant labor market area; (iii) the availability of promotable and transferable persons in the contractor's work force; (iv) the availability of persons having requisite skills in an area in which the contractor can reasonably recruit; (v) the existence of training institutions or apprenticeship programs capable of training persons in the requisite skills; (vi) the availability of minority business enterprises as subcontractors and suppliers of materials; (vii) the degree of technical assistance the contractor is able to provide to minority business enterprises; and/or (viii) any other relevant source;

(8) utilization analysis. To determine whether minorities and females are fully and fairly utilized, the plan shall compare the representation of these groups in the work force, taken from Section 46a-68j-27 (6), with the availability of such persons for employment, calculated in Section 46a-68j-27 (7).

To determine the expected number of minorities and females, the contractor shall multiply the total number of workers in a job title by the representation of each group listed in Section 46a-68j-27 (6) (C), with the availability of each group expressed as a decimal.

Comparison of the resulting figure to the figures obtained from Section 46a-68j-27 (6) will yield a conclusion that a group in the work force is over utilized, under utilized or at parity when compared to the availability of minorities and females for employment. The plan shall set forth the results of all computations and conclusions on the utilization of minorities and females in the work force.

(9) goals and timetables. For each instance of under utilization in the work force, the contractor shall set goals to increase the representation of minorities and females among its workers. Goals shall not be rigid quotas which must be met at any cost, but shall be significant, measurable and attainable objectives with timetables for completion. In establishing the length of timetables, the contractor shall consider the anticipated expansion, contraction and turnover of the work force and the results which may reasonably be expected from putting forth every good faith effort to make the affirmative action plan an effective instrument for achieving equal employment opportunity; and

(10) concluding statement and signature. Affirmative action plans shall contain a concluding provision signed and dated by the contractor stating that the contractor: (A) has read the plan and that the contents of the plan are true and correct to the best of his

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or her knowledge and belief; and (B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.

**Sec. 46a-68j-28. Elements of plans required by Section 46a-68d of the Connecticut General Statutes as amended by Section 4 of Public Act 89-253**

In addition to the elements in Section 46a-68j-27, affirmative action plans subject to the requirements of Section 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) employment analysis. The contractor shall undertake a comprehensive review of the employment process to identify policies and practices that build in or perpetuate barriers to equal employment opportunity. Where applicable, the following factors shall be addressed: (A) job qualifications; (B) job specifications; (C) recruitment practices; (D) personnel policies; (E) job structuring; (F) training and apprenticeship programs; (G) subcontracting practices; and (H) layoff and termination policies. The plan shall report what activities were undertaken to identify barriers to equal employment opportunity;

(2) subcontractor availability analysis. When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the department of economic development, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

(3) minority business enterprise goals and timetables. Based upon the availability of minority business enterprises calculated in Section 46a-68j-28 (2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The plan shall detail what steps it took to make such opportunities available;

(4) program goals and timetables. Where the employment analysis has identified barriers to equal employment opportunity, the contractor shall design specific corrective measures in the form of program goals to eliminate the barriers. Goals shall be accompanied by timetables designed to achieve compliance with affirmative action objectives within the shortest reasonable limits possible. The plan shall describe all actions taken to identify problem areas and realize program goals; and

(5) minority business enterprise assistance and innovative programs. Consistent with Sections 46a-68j-21 (17) and 46a-68j-21 (22), the contractor shall develop programs to assist minority business enterprises in entering the economic mainstream. The plan shall detail what programs the contractor has created to accomplish this endeavor.

**Sec. 46a-68j-29. Exempt contractors and subcontractors**

(a) A contractor meeting the following requirements may at any time apply to the commission for exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor has been found in compliance with antidiscrimination or contract compliance statutes, as provided for in Section 46a-68j-32 (c).

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- (2) the work to be performed under the contract is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved;
- (3) the contract awarded is for less than \$10,000.00;
- (4) the number of workers employed by the contractor or subcontractor to perform the contract totals twenty-five (25) or less; or
- (5) the contractor is a sole source provider of goods or services not readily available and the benefit to the state greatly outweighs contract compliance considerations.

(b) A contractor meeting the following requirements may at any time apply to the commission for partial exemption from contract compliance requirements and the commission may exempt a contractor if:

- (1) the contractor maintains facilities which are in all respects separate and distinct from activities related to the performance of the contract;
- (2) the contract involves a subcontract meeting the criteria set forth in Section 46a-68j-29 (a).

(c) An application for exemption or partial exemption shall be in writing and shall identify the subpart or subparts of Section 46a-68j-29 (a) or 46a-68j-29 (b) the contractor relies upon to qualify for exemption. The application shall be accompanied by such support data as is necessary to fully document the validity of the request. Pursuant to Section 46a-68e of the Connecticut General Statutes, the commission may from time to time require that additional information be provided. The commission shall not approve an application unless the support data convincingly demonstrates that the contractor qualifies for exemption from contract compliance requirements. The commission shall notify the contractor and awarding agency of its determination within thirty (30) days of its receipt of the application or additional support data, whichever is later.

(d) a contractor or subcontractor may petition the commission for exemption from the requirements of Section 4a-60 (e) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, and the commission may exempt a contractor or subcontractor if:

- (1) the total value of any subcontractor subcontracts awarded within one fiscal year or calendar year from the date the initial subcontract is awarded is less than ten thousand (\$10,000.00) dollars;
- (2) the contractor and subcontractor are bound by a contractual relationship which was entered into prior to the awarding of the contract with the state for goods or services substantially identical to the goods or services required to fulfill the contractor's obligations to the state, and performance of the subcontractor's responsibilities under the state contract are incidental to the preexisting contract;
- (3) the subcontractor does business outside the state and is not otherwise subject to the laws of the State of Connecticut;
- (4) the commission, pursuant to Section 46a-68j-29, has exempted the contract from contract compliance requirements;
- (5) the subcontractor has developed and implemented an affirmative action plan or promises to develop and implement such a plan, or submits such support data to convince the commission that such a plan is not needed to achieve equal employment opportunity;
- (6) the number of workers employed by the subcontractor or any subcontractor thereto to perform the subcontract to the contractor totals less than twenty-five (25); or

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(7) the benefit to the state greatly outweighs the commission's interest in obtaining compliance with Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

### **PART III. OBLIGATIONS OF AWARDING AGENCIES**

#### **Sec. 46a-68j-30. Obligations of awarding agencies**

Every agency awarding a contract subject to contract compliance requirements shall:

(1) consult the Connecticut Law Journal pursuant to Section 46a-68j-41, before awarding a contract to ascertain that a potential contractor has not been issued a notice of noncompliance;

(2) if the awarding agency is the state or if the contract is for a public works project, consult the list of minority business enterprises prepared by the department of economic development or the list of such enterprises maintained by other agencies and monitor the contractor's choice of subcontractors and suppliers of materials;

(3) comply fully with all federal and state antidiscrimination laws and regulations including, if the awarding agency is required to file an affirmative action plan with the commission, Section 46a-68-35;

(4) cooperate fully with the commission;

(5) submit periodic reports of its employment and contracting practices in such form, in such a manner and at such a time as may be prescribed by the commission;

(6) maintain full and adequate support data for a period of two (2) years from the date the record is made or the date the contract was executed, whichever is later, provided that this requirement shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) make available for inspection and copying any support data requested by the commission, and make available or interview any agent, servant, employee or other person having knowledge of any matter concerning the investigation of a discriminatory practice complaint or relating to a contract compliance review;

(8) notify all bidders, on a form developed by the commission, that the contract to be awarded is subject to contract compliance requirements;

(9) aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials;

(10) consider, as bearing upon the responsibility and qualification of a bidder to meet its contract compliance requirements, the following factors:

(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, inclusive;

(C) the bidder's promise to develop and implement a successful affirmative action plan;

(D) the bidder'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;

(E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises; and

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(11) report, as Part of its affirmative action plan under Section 46a-68-49, all efforts and activity directed to awarding a fair proportion of its contracts to minority business enterprises; and

(12) under such other reasonable activities or efforts as the commission may prescribe

#### **Sec. 46a-68j-31. Notification of contract awards by awarding agency**

(a) An awarding agency shall notify the commission of all contracts subject to contract compliance requirements within ten (10) days of the date the contract is executed. Notice of the contract award shall be on a form provided by the commission and include:

(1) the name, address, telephone number and principal place of business of the contractor;

(2) total number of employees of the contractor (if known);

(3) if the awarding agency is the state or if the contract is for a public works project, the name, address, telephone number and principal place of business of each subcontractor;

(4) if the awarding agency is the state or if the contract is for a public works project, a statement as to how the criteria contained in Section 46a-68j-30 (a) (10) were applied in the selection of the successful bidder, and a statement as to what agreement, if any, was reached between the contractor and awarding agency to assure that the contractor will satisfy the contract compliance requirements contained in the contract;

(5) a statement whether the contract is a public works contract;

(6) the duration of the contract;

(7) the dollar value of the contract; and

(8) the name, job title, address and telephone number of the person at the awarding agency whom the commission may contact if further information is required.

(b) an awarding agency shall not be required to report contracts otherwise subject to contract compliance requirements if the contract awarded is:

(1) for commodities or goods in the amount of \$3,000.00 or less; or

(2) for leases, rental or personal service agreements in the amount of \$4,000.00 or less.

(c) Failure to comply with the requirements of Section 46a-68j-31 (a) shall be deemed a failure to cooperate with the commission.

#### **Sec. 46a-68j-32. Contract monitoring reports**

(a) Upon notification by an awarding agency, the commission shall forward a contract monitoring report form to each contractor identified pursuant to Section 46a-68j-31 as a contractor under contract to the state or a political subdivision of the state other than a municipality. Each contractor so identified shall provide full and complete information on the contractor's employment practices and procedures related to compliance with antidiscrimination and contract compliance statutes. Contract monitoring reports shall be filed with the commission within thirty (30) days from the date the form is received by the contractor. Forms shall be considered received by the contractor on or before the

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third day after the date the form is mailed by the commission, unless the contractor establishes otherwise.

(b) For good cause shown, the commission may grant an extension of time for submission of a contract monitoring report. Requests for extensions of time shall be made in writing within the time that the report form is otherwise scheduled to be provided, and shall set forth specific reasons for requesting the extension.

(c) The commission shall excuse a contractor from the requirements of this Section, if the commission has determined that the contractor is in compliance with state or federal antidiscrimination and contract compliance statutes, provided that the commission's determination of compliance has been made within one (1) year preceding the date the commission is notified, pursuant to Section 46a-68j-31, that a subsequent contract has been awarded to the same contractor. It shall be the responsibility of the contractor to provide evidence demonstrating that it has been found to be in compliance with either state or federal antidiscrimination and contract compliance statutes by an agency of competent authority. For other good and compelling reason, the commission may likewise excuse a class or classes of contractors from the requirements of this section.

(d) Failure to fully complete a contract monitoring report form within the designated time shall be a violation of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

#### **PART IV. REVIEW AND MONITORING**

##### **Sec. 46a-68j-33. Desk audit review**

(a) The commission shall review contract monitoring report forms received pursuant to Section 46a-68j-32 to assess the contractor's conformance with antidiscrimination and contract compliance statutes.

(b) The commission may require contractors to provide such other and further information to assess the contractor's conformance with antidiscrimination and contract compliance statutes. Requests for additional information shall be made in writing and shall describe the information sought. The provisions and time limitations of Section 46a-68j-32 shall govern the treatment of requests for additional information.

(c) Contractors determined to be in conformance with antidiscrimination and contract compliance statutes, based upon a review of the contract monitoring report and any other information provided pursuant to this section, shall be notified in writing by the commission. A copy of the notice shall be sent to the awarding agency.

(d) The commission's determination that a contractor is in conformance with antidiscrimination or contract compliance statutes shall not preclude a determination that a discriminatory practice has been committed in a proceeding under Chapter 814c of the Connecticut General Statutes, as amended or in a proceeding under the laws of the United States of America.

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### **Sec. 46a-68j-34. Field review**

(a) The commission may conduct a field review:

- (1) whenever review of a contract monitoring report form suggests that a contractor may be in violation of antidiscrimination or contract compliance law;
- (2) if information submitted pursuant to Section 46a-68j-32 suggests that a contractor may be in violation of antidiscrimination or contract compliance law; or
- (3) to determine or verify that a contractor is in compliance with antidiscrimination or contract compliance law.

(b) In the event that the commission elects to conduct a field review, the commission shall notify the contractor in writing that a field review shall be conducted. Such notice shall recite the date that the commission intends to meet with the contractor to review its employment policies and procedures. A copy of the notice shall be sent to the awarding agency. If additional meetings are necessary, the commission shall so advise the contractor and shall specify the date or dates of such meetings.

(c) A field review may consist of, but is not limited to, one or more of the following:

- (1) a review with the contractor of the contract monitoring report form or other information provided the commission pursuant to Section 46a-68j-32;
- (2) a review of personnel records, applications, job descriptions, payroll records and other support data that the commission deems necessary to evaluate the contractor's conformance with antidiscrimination or contract compliance statutes;
- (3) an observation of the contractor's work force made by touring the contractor's facility or construction site at a reasonable time and in a reasonable manner;
- (4) an interview with persons employed by the contractor to elicit their knowledge of the contractor's employment policies and practices;
- (5) contact with community groups in the labor market area to determine whether such organizations are notified of job openings by the contractor;
- (6) a review of the contractor's subcontracting policies and practices;
- (7) a review of the contractor's efforts to accomplish the goals set out in a letter of commitment signed by the contractor pursuant to Section 46a-68j-36;
- (8) where applicable, an evaluation of the contractor's compliance with the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;
- (9) where the contractor is a state agency, an evaluation of the contractor's compliance with the Affirmative Action by State Government regulations, Sections 46a-68-31 to 46a-68-73, inclusive; and/or
- (10) a request for additional information concerning the contractor's conformance with antidiscrimination or contract compliance statutes.

### **Sec. 46a-68j-35. Conformance review**

(a) After all relevant information has been assembled, the commission shall conduct a review to assess the contractor's conformance with antidiscrimination or contract compliance statutes. The commission shall notify the contractor of its findings within sixty (60) days of the date the commission completes its final field review or receives additional information from the contractor pursuant to Section 46a-68j-34, whichever is

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later. Notice of the commission's assessment shall include the basis for the finding. A copy of the notice shall be sent to the awarding agency by the commission.

(b) When a review indicates that the contractor is not in conformance with antidiscrimination or contract compliance statutes, the commission shall propose specific steps that the contractor must take within specific timetables to correct the deficiencies identified in the review. Such steps may include but are not limited to, the following:

- (1) elimination of employment barriers which may have the effect of discriminating against members of protected groups;
- (2) development and implementation of a program to enhance employment opportunities for members of protected groups;
- (3) affirmative advertising, recruitment and training programs for members of protected groups;
- (4) where applicable, the development and implementation of an apprenticeship program pursuant to the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;
- (5) submission of support data to the commission for a specified period of time to ensure that progress is being made in achieving equal employment and program objectives;
- (6) restructuring of the contractor's employment and subcontracting policies, patterns and practices; or
- (7) establishment of training programs to train and accelerate upward mobility of members of protected groups, when a determination has been made that such persons are under represented in the work force.

#### **Sec. 46a-68j-36. Letters of commitment; monitoring**

(a) A contractor may, within thirty (30) days after notice of the commission's finding is received, accept in writing the commission's proposals to achieve conformance with the law. Acceptance of the commission's proposals shall be made in a letter of commitment in which the contractor shall pledge to make every good faith effort to attain conformance with the law within the timetables set out in the notice. A copy of the letter of commitment shall be sent to the awarding agency by the commission.

(b) If a contractor refuses to adopt or does not adopt the commission's proposals, the commission and contractor may meet and attempt to resolve any outstanding differences. An agreement thus reached shall be reduced to a letter of commitment signed by the contractor and a representative of the commission. Such letter shall pledge the contractor to make every good faith effort to achieve conformance with antidiscrimination and contract compliance statutes within the timetables set out in the letter of commitment. A copy of the letter shall be sent to the awarding agency by the commission.

(c) The commission shall closely monitor a contractor's efforts to achieve the goals within the timetables set out in a letter of commitment.

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### **Sec. 46a-68j-37. Cooperation with interested persons**

The commission shall seek the cooperation of federal, state and local governmental agencies, business, labor and other interested persons to effectuate the purpose of Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes.

### **Sec. 46a-68j-38. Delegation of authority**

To assure effective and efficient implementation and enforcement of Section 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes and Sections 46a-68j-21 to 46a-68j-43, inclusive, the commission finds that it is necessary to delegate certain duties and responsibilities to its staff. Accordingly, pursuant to Section 46a-54 (3) of the Connecticut General Statutes, the commission delegates and assigns the following responsibilities and duties:

- (1) the staff shall review contract monitoring report forms filed with the commission to determine compliance with antidiscrimination and contract compliance statutes;
- (2) the staff shall, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor or subcontractor is not complying with antidiscrimination or contract compliance statutes, make recommendations concerning any other action the commission should undertake to assure compliance;
- (3) the staff shall monitor the implementation of letters of commitment to determine the progress achieved by contractors or subcontractors in attaining compliance with antidiscrimination or contract compliance statutes;
- (4) the staff shall initiate contact and coordinate activities with contract compliance personnel in accordance with Section 46a-68j-37; and
- (5) the executive director of the commission shall supervise staff activities pursuant to this delegation of authority and report to the commission on the activities undertaken, results achieved and problems encountered pursuant to this delegation of authority, and make recommendations for appropriate commission or legislative action where advisable.

### **Sec. 46a-68j-39. Complaints**

(a) The commission may issue a complaint in accordance with Section 46a-82 (b) of the Connecticut General Statutes if the commission has reason to believe that a person:

- (1) has been engaged or is engaged in a discriminatory practice; and/or
- (2) subject to contract compliance requirements, is not complying with contract compliance statutes.

(b) Any person claiming to be aggrieved by an alleged discriminatory practice may file a complaint with the commission in accordance with Section 46a-82 (a) of the Connecticut General Statutes.

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## **PART V. ENFORCEMENT PROCEEDINGS**

### **Sec. 46a-68j-40. Complaint investigation; hearing; appeal**

The provisions of Chapter 814c of the Connecticut General Statutes, as amended; shall govern the processing of complaints alleging a violation of Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and Section 46a-68j-39.

### **Sec. 46a-68j-41. Notice of noncompliance**

(a) In addition to any other action taken, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, the commission shall issue a notice of noncompliance. Issuance of a notice of noncompliance shall prevent a contractor from entering into any further contracts with an awarding agency, until such time as the commission determines that the contractor has adopted policies consistent with such statutes.

(b) A notice of noncompliance shall be effective upon issuance by the commission. A copy of the notice shall be sent to the awarding agency and the attorney general.

(c) The commission shall cause the names of all contractors issued a notice of noncompliance to be published in the first regular issue of the Connecticut Law Journal for the months of January, April, July and October, and shall maintain a complete and accurate list of such contractors at all times. All inquiries concerning the compliance or noncompliance of contractors shall be directed to the commission and not the commission on official legal publications. It shall be the responsibility of each awarding agency to consult the Connecticut Law Journal to ascertain whether a potential contractor is eligible to contract with the agency. Failure to consult the Connecticut Law Journal shall be deemed a failure to cooperate with the commission.

### **Sec. 46a-68j-42. Rescission of notice of noncompliance**

(a) Within fifteen (15) days after a notice of noncompliance is issued, the contractor receiving the notice shall submit a detailed, written statement, under oath, describing the steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission shall review the verified statement within forty-five (45) days of the date the notice of noncompliance was issued to determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, thereby eliminating the conditions giving rise to issuance of the notice.

(b) If the commission determines that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, it shall rescind the notice of noncompliance. The commission shall forward a copy of the letter rescinding the notice of noncompliance to the awarding agency and the attorney general.

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(c) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it shall refuse to rescind the notice of noncompliance. The notice of noncompliance shall remain in effect until such a time as the commission finds, pursuant to subsection (b) of this Section, that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes. The commission shall forward a copy of the letter refusing to rescind the notice of noncompliance to the awarding agency and the attorney general.

(d) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it may allow the contractor an opportunity to submit a supplemental written statement, under oath, describing the additional steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission may permit a contractor to submit a supplemental verified statement only if all of the following conditions are met:

(1) the commission's earlier determination indicates that the steps required to bring the contractor into compliance with antidiscrimination and contract compliance statutes have been substantially implemented;

(2) the contractor, in its dealings with the commission, has expressed a general willingness to undertake such action as is necessary to bring its employment policies and practices into compliance with antidiscrimination and contract compliance statutes; and

(3) the commission will have adequate time following receipt of the verified supplemental statement to make an informed determination whether the contractor has eliminated the conditions giving rise to issuance of the certificate of noncompliance within the time frames imposed by Section 46a-56 (c) of the Connecticut General Statutes, as amended by Section 5 of Public Act 89-253. Absent such conditions, the commission shall decline to solicit or accept a verified supplemental statement from a contractor, and the notice of noncompliance shall remain in effect as provided in subsection (c) of this section.

(e) Failure to request rescission of a notice of noncompliance within fifteen (15) days after such notice is issued shall not prevent a contractor from thereafter requesting that the commission rescind the notice of noncompliance. In the event that the contractor fails to submit a verified written statement within fifteen (15) days after a notice of noncompliance is issued, the contractor shall submit, together with a verified written statement, a letter in explanation of the reasons for the delay in achieving compliance with antidiscrimination and contract compliance statutes. The commission shall determine whether the contractor adopted policies consistent with antidiscrimination and contract compliance statutes within forty-five (45) days of its receipt of the contractor's verified written statement. The provisions of this section shall apply to all statements submitted after the fifteen (15) day period for submission of a verified written statement has expired.

(f) The commission shall closely monitor the contractor's efforts to continue in compliance with antidiscrimination and contract compliance statutes.

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**Sec. 46a-68j-43. Notice of adverse finding by presiding officer**

(a) In addition to any other action taken, the commission may, following presiding officer pursuant to Section 46a-86 of the Connecticut General Statute complying with antidiscrimination or contract compliance statutes, notify the awarding agency or other interested persons that:

(1) a contractor is not complying with antidiscrimination or contract compliance statutes; and/or

(2) a state agency has purchased or contracted for supplies or equipment or services contrary to Section 4a-60, as amended by section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and that the contract or subcontract is void and of no effect.

(3) appropriate action be taken to enforce a recommendation made by the commission pursuant to Section 46a-56 (c) of the Connecticut General Statutes.

(b) Any notice issued in accordance with subsection (a) of this Section shall include a recommendation that a civil action be brought or not be brought against the administrative head of the awarding agency pursuant to Section 4a-65 of the Connecticut General Statutes to recover the costs of such order or contract.

(c) In accordance with Section 46a-77 of the Connecticut General Statutes, the commission shall request that appropriate action be taken to enforce the commission's recommendation with all necessary speed.

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## **APPROVAL OF CONTRACT COMPLIANCE PROGRAMS BY THE COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

### **Sec. 46a-68k-1. Definitions**

As used in Sections 46a-68k-1 through 46a-68k-8, inclusive:

- (1) "Agency" means each agency, department, board and Commission of the State of Connecticut;
- (2) "Commission" means the commission on human rights and opportunities created by Section 46a-52 of the Connecticut General Statutes, as amended by Section 1 of Public Act 89-332;
- (3) "Contract compliance program" means a program containing forma written rules for the receipt, evaluation and monitoring of information concerning public works contracts and for enforcing compliance with legal requirements and responsibilities attendant thereto;
- (4) "Contractor" means a contractor, as defined in Section 46a-68j-21 (7) for a public works contract; and
- (5) "Public works contract" means a contract for public works as defined in Section 46a-68b of the Connecticut General Statutes as amended by Section 1 of Public Act 89-253.

### **Sec. 46a-68k-2. Contract compliance programs at least equivalent criteria for approval of programs**

(a) Any contractor who is a party to a public works contract with an agency may be relieved of the requirements and responsibilities of Sections 4a-60 as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes provided that the commission determines that the contract compliance program of such agency is at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes.

(b) No contract compliance program shall be approved by the commission unless all of the following criteria are met:

- (1) the agency has statutory authority to review, monitor and enforce contracting policies and practices otherwise covered by Sections 4a-60, a amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes;
- (2) the agency actively and routinely reviews and monitors the policies and practices of contractors, subcontractors, awarding agencies and other concerns under its jurisdiction; and
- (3) where the petition pursuant to Section 46a-68k-3 is for reapproval of an approved agency, the agency has established a satisfactory record of performance pursuant to Sections 46a-68k-6 and 46a-68k-7.

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### **Sec. 46a-68k-3. Petitions for approval**

(a) Any agency may petition for approval of its contract compliance program as at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes. Petitions for approval shall be addressed to the chairperson of the commission and shall contain the following information:

(1) a detailed statement as to how the agency meets the criteria listed in Section 46a-68k-2 (b);

(2) a detailed organizational statement describing the operation of the contract compliance program, including funding and budget information, the number of employees assigned contract compliance responsibilities and the nature of their duties; and

(3) the name, job title, address and telephone number of the agency representative whom the commission may contact concerning the program.

(b) Approval of a contract compliance program by the commission shall expire on the date set forth in the memorandum of understanding between the commission and the agency pursuant to Section 46a-68k-5. Any agency may petition for reapproval of its contract compliance program at any time.

### **Sec. 46a-68k-4. Review of petitions; determination by commission**

(a) The commission shall review each petition for approval and shall approve the petition only if the agency meets the criteria contained in Section 46a-68k-2 (b). If the commission determines that the agency meets the criteria contained in Section 46a-68k-2 (b), it shall notify the agency in writing that its contract compliance program has been approved as at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes. The commission shall approve a petition only upon the affirmative vote of a majority of its members present and voting.

(b) Where it appears from the petition that a contract compliance program does not meet the criteria contained in Section 46a-68k-2 (b), the commission shall deny the petition. The commission shall notify the agency in writing of its decision. The notice shall specify the grounds upon which the denial is based.

(c) An agency whose petition has been denied may request that the commission reconsider its determination. Requests for reconsideration shall be addressed to the chairperson of the commission and shall provide all information and documents necessary to demonstrate that the agency meets the criteria contained in Section 46a-68k-2 (b). The commission shall grant such requests only upon the affirmative vote of a majority of its members present and voting.

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### **Sec. 46a-68k-5. Memorandum of understanding**

(a) Upon approval of a contract compliance program as at least equivalent to the requirements and responsibilities of Section 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes, the commission shall meet with the agency to discuss the terms of the agreement under which the agency shall substitute its own program for that of the commission. The memorandum of understanding shall contain, at a minimum, the following provisions:

- (1) a detailed description of the agency's contract compliance program;
- (2) the length of time for which the commission has approved use of the program;
- (3) an organizational statement containing information on the amount of funds requested or budgeted to operate the program, the number of employees assigned contract compliance responsibilities and the nature of their duties;
- (4) a description of the types of contracts or the names of contractors subject to agency review;
- (5) a statement of what information the agency will report to the commission concerning its contract compliance program and the frequency of such reporting; and
- (6) such other and further terms as is necessary for the effective implementation of the agreement.

(b) A memorandum of understanding shall be signed by the commission and the agency, and shall pledge the parties to make a good faith effort to implement the agreement faithfully and for the best interests of the state.

(c) Failure of the commission and the agency to execute a memorandum of understanding within thirty (30) days of the date that the agency receives notice from the commission approving the program shall result in a forfeiture of the approval. For good cause shown, the commission may grant an extension of time to execute a memorandum of understanding. Extensions of time may be granted only upon certification to the commission from its representatives that an agreement is an immediate, likely outcome of further discussion.

### **Sec. 46a-68k-6. Equivalent weight accordance**

(a) The commission shall accord equivalent weight to the determinations of an agency approved pursuant to Section 46a-68k-4. If the agency determination was made in full accordance with the terms of the memorandum of understanding between the agency and the commission and all applicable laws and regulations governing the agency's contract compliance program, the commission shall treat the agency's determination as if it were reached by the commission under Sections 46a-68j-21 through 46a-68j-43, inclusive.

(b) The commission may reverse the determination of an approved agency only if an independent review indicates that there is a considerable probability that the conclusion reached by the agency is against the evidence. The commission may review any such determination upon its own motion or upon the application of any person, and may reverse or modify the agency's determination upon an affirmative vote of a majority of its members present and voting.

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(c) The provisions of Section 46a-68k-6 (a) notwithstanding, the commission may at any time conduct a review of a contractor who is a party to a public works contract with a state agency. The commission shall notify the agency in writing that it intends to conduct such a review and, upon receipt of the notice, the agency shall suspend further review of the contractor under Section 46a-68k-5 unless and until the commission notifies the agency in writing that the agency's review may continue.

#### **Sec. 46a-68k-7. Evaluation of approved programs**

(a) To assure that agencies maintain standards consistent with Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes, and Sections 46a-68j-21 through 46a-68j-43, inclusive, the commission shall conduct an annual review of each contract compliance program approved pursuant to Section 46a-68k-4. At a minimum, the commission shall evaluate:

- (1) the degree to which an agency's program conforms to the memorandum of understanding;
- (2) the quantity and accuracy of contract compliance reviews;
- (3) the extent to which the agency has successfully implemented proposals to increase the efficiency of its program;
- (4) the overall effectiveness of the contract compliance program; and
- (5) the extent to which the agency has cooperated with the commission the operation of its contract compliance program.

(b) Each agency shall provide the commission with all information necessary to complete the evaluation of its contract compliance program. Failure to provide the commission with complete and accurate information shall be deemed a failure to cooperate with the commission as required by Section 46a-77 of the Connecticut General Statutes. In addition to any other action taken, the commission may terminate the memorandum of understanding with the agency and revoke its approval of the agency's contract compliance program, as provided in Section 46a-68k-8.

(c) The commission shall report its findings to the agency within ninety (90) days of the date it has received all pertinent information provided pursuant to Section 46a-68k-6 (b). The commission shall include in its report a list of recommendations as to how the agency may improve the effectiveness and efficiency of its contract compliance program, together with proposed timetables for implementation of each recommendation, if any.

(d) If the commission finds that an agency's program is deficient, when measured against the criteria of Section 46a-68k-7 (a), the agency shall confirm in writing that it has accepted the recommendations and timetables proposed by the commission within fifteen (15) days of the date the agency receives the commission's report. If an agency fails or refuses to accept the commission's recommendations and timetables, it shall notify the commissioner in writing within fifteen (15) days of the date the commission's report is received. The agency may propose countermeasures and timetables to correct deficiencies noted in the commission's report. The commission and agency shall meet within ten (10) days of the commission's receipt of the agency's counterproposals to resolve outstanding differences. Any agreement between the commission and agency

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shall be in writing and shall contain timetables for its implementation. If the commission and agency are unable to agree to mutually acceptable terms, the commission may initiate proceedings to revoke its approval of the agency's contract compliance program, as provided in Section 46a-68k-8.

#### **Sec. 46a-68k-8. Revocation of approval**

(a) The commission, acting upon its own motion or the complaint of any person, may revoke its approval of any contract compliance program made pursuant to Section 46a-68k-4 if:

(1) a contract compliance program no longer meets the criteria contained in Section 46a-68k-2 (b);

(2) an agency is in violation of the terms of a memorandum of understanding entered into pursuant to Section 46a-68k-5;

(3) an agency's performance is found deficient by the commission in accordance with Section 46a-68k-7; or

(4) an agency fails to accept or implement the commission's recommendations issued as part of an annual review conducted under Section 46a-68k-7.

(b) A petition to revoke approval of an approved contract compliance program shall be filed under oath in writing and shall state what subdivision or subdivisions of Section 46a-68k-8 (a) are alleged to have been violated, together with a statement of the facts and circumstances upon which the charged violations are based. The commission shall serve a copy of the petition upon the agency by registered mail within ten (10) days of its vote to initiate revocation proceedings or within ten (10) days of its receipt of a petition; as the case may be.

(c) The agency shall file an answer to the petition within fifteen (15) days of the date it is mailed by the commission. The answer shall contain a detailed response to the allegations of the petition and shall be accompanied by such information as appropriate to rebut the charges.

(d) The commission shall carefully consider the evidence in support of and against the agency. In accordance with Section 46a-54 (9) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-332, the commission may hold a hearing, if necessary, on the question. If the evidence indicates that the agency's contract compliance program is not at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes, the commission may revoke its approval of the program by the affirmative vote of a majority of its members present and voting.

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## Policies/Guidelines and Labor Contracts

Last modified: December 19, 2006

### Certification Requirements for State Contracts

	State contracts with a <u>value</u> * less than \$50,000	State contracts with a <u>value</u> * of \$50,000 or more	State contracts with a <u>cost</u> * to the State greater than \$500,000
Gift Certification	No	Form 1	Form 1
Campaign Contribution Certification	No	Form 2	Form 2
Agency Certification	No	Form 3	Form 3
Annual Contract Certification	No	Form 4	Form 4
Consulting Agreement Affidavit	No	Form 5 (Only to be used with contracts for the purchase of goods and services)	Form 5 (Only to be used with contracts for the purchase of goods and services)
Affirmation of Receipt of Summary of State Ethics Laws	No	No	Form 6 (A, B, C) (Only to be used with large state construction or procurement contracts as defined in Conn. Gen. Stat. § 1-101mm)

Grant awards are not:

- 'large state contracts' as defined by Conn. Gen. Stat. § 4-250;
- 'State Contract' as defined by Executive Order 7C, para 2; or
- 'contracts for the purchase of goods and services' as used in Conn. Gen. Stat. § 4a-81.

\* The "**value of the contract**" means the dollar amount or equivalent benefit expended or received by the State in accordance with the contract; whereas, the "**cost to the State for a contract**" means the dollar amount or equivalent benefit expended by the State in accordance with the contract.

#### FORM 1 (Gift Certification)

Gift Certifications are to be used with State Contracts with a value of \$50,000 or more within a calendar or fiscal year. Such Certifications shall cover the period of time between the "planning date" (i.e., the date designated by the agency as the date the project planning process commenced) and the date of the execution of the subject contract; accordingly, Form 1 must be completed contemporaneously with the execution of the subject contract by the contractor.

### **FORM 2 (Campaign Contribution Certification)**

Campaign Contribution Certifications are to be used with State Contracts with a value of \$50,000 or more within a calendar or fiscal year. Such Certifications shall cover the two-year period preceding the execution of the subject contract; accordingly, Form 2 must be completed contemporaneously with the execution of the subject contract by the contractor.

### **FORM 3 (Agency Certification)**

Contracts with a value of \$50,000 or more require an Agency Certification from the official or employee of the contracting state agency who is authorized to execute the subject contract.

### **FORM 4 (Annual Contract Certifications)**

Annual Contract Certifications are only to be used annually to update previously submitted gift and campaign contribution certifications for state contracts with a value of \$50,000 or more within a calendar or fiscal year.

### **FORM 5 (Consulting Agreement Affidavits)**

Consulting Agreement Affidavits are only to be used when contracting for the purchase of goods or services, which contract has a total value to the State of \$50,000 or more in any calendar or fiscal year. This affidavit is not required for leases and licensing arrangements of any value.

### **SERIES 6 FORMS (Ethics Affirmation)**

Ethics Affirmations are only to be used with "large state construction or procurement contracts" meaning any contract, having a cost of more than \$500,000, 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 general statutes; or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

**Form 6A** - This affirmation is mandatory and must be completed before the Contractor's bid or proposal can be considered by the state, pursuant to Connecticut General Statutes § 1-101qq. This form requires the Contractor to affirm that the Contractor and its key employees have read, understand and agree to comply with the provisions of the state ethics law.

**Form 6B** - This affirmation is mandatory and must be completed and returned prior to the execution of the contract by the awarding agency, pursuant to Connecticut General Statutes § 1-101qq. This form is similar to Form 6A, except that Form 6B is to be used with no bid contracts.

**Form 6C** - This affirmation is mandatory and must be completed and returned in a timely manner. This form requires the Contractor to provide a summary of state ethics laws to all subcontractors and consultants and obtain an affirmation from such subcontractor or consultant that the provided summary has been read, understood and agreed thereto.

OPM has posted the approved Forms on the OPM Web site.

If you have any questions, please contact Gareth Bye, Esq. at (860) 418-6433 or Anthony Lazzaro, Esq. at (860) 418-6467.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Certification

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

Name of Benefactor Name of recipient Gift Description Value Date of Gift

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its 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.

Signature

Date

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines

Campaign Contribution Certification

*Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more in calendar or fiscal year, pursuant to Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C, para 10.*

I, Type/Print Name, Title and Name of Firm or Corporation, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the Name of Firm or Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-601a, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
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List information here

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

_____	_____
Signature	Date

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

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

**STATE OF CONNECTICUT**  
**OFFICE OF POLICY AND MANAGEMENT**  
**Policies and Guidelines**

**Certification By Agency Official or Employee**  
**Authorized to Execute Contracts**

I, Type/Print Name and Title, am authorized to execute the attached contract on behalf of the \_\_\_\_\_ (agency name). I hereby certify that the selection of (the) Type/Print Name of Person, Firm or Corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Annual Contract Certification

Annual contract certification to update the preceding gift/campaign contribution certification, pursuant to Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the date of the instant certification that neither myself nor any principals or key personnel of the Name of Firm or Corporation (the "Contractor") who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals (if applicable) or in the negotiation or award of the subject contract or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency who executed the subject contract, except the gifts listed below:

Name of Benefactor Name of Recipient Gift Description Value Date of Gift

Insert information here

Further, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract know of any action to circumvent such prohibition on gifts by providing for any other principals, key personnel, official, or employee of the contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, during the two-year period preceding the date of the instant certification, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or for the General Assembly, as defined in Conn. Gen. Stat. § 9-601a, except the contributions listed below:

Contributor Recipient Amount/Value Date of Contribution Contribution Description

Insert information here

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

Signature Date

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

Commissioner of the Superior Court

Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Conn. Gen. Stat. §4a-81.

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

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

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

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

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

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

- Former Agency:
Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

Signature Date

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

Commissioner of the Superior Court

Notary Public

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines**

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS  
(Bid or Proposal)**

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws available at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf), (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

*(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

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

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Employer Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Conn. Gen. Stat. § 1-101qq.

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines**

This form is **MANDATORY** and must be completed, signed, and returned prior to the execution of the contract by the awarding agency. **NO STATE AGENCY SHALL ENTER INTO A CONTRACT FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS**  
(Executed contracts without a previous bid or proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency prior to the execution of the contract by such agency.

The undersigned duly authorized representative of the Contractor affirms (1) receipt of the summary of State ethics laws available at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf), (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

*(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

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

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Employer Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned prior to the execution of the contract by the awarding State agency pursuant to Conn. Gen. Stat. § 1-101qq.

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines**

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency in a timely manner. **FAILURE TO SUBMIT SUCH AFFIRMATIONS IN A TIMELY MANNER SHALL BE CAUSE FOR TERMINATION OF THE LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT.**

**SUBCONTRACTOR AND/OR CONSULTANT  
AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS**

INSTRUCTION: Subcontractor(s) and/or consultant(s) must sign the affirmation below, and return this form to the Contractor. Contractor is obligated to submit such affirmation to the awarding State agency in a timely manner.

The undersigned duly authorized representative of the subcontractor or consultant affirms (1) receipt of the summary of State ethics laws available at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf), (2) that key employees of such subcontractor or consultant have read and understand the summary and (3) agrees to comply with the provisions of State ethics laws.

*(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

\_\_\_\_\_  
Subcontractor and/or Consultant Name

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Employer Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency pursuant to Conn. Gen. Stat. § 1-101qq.

# STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

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

**READ & COMPLETE CAREFULLY**

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
<small>WRITE/TYPE SSN/FEIN NUMBER ABOVE</small>			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
BUSINESS TYPE:    A. SALE OF COMMODITIES    B. MEDICAL SERVICES    C. ATTORNEY FEES    D. RENTAL OF PROPERTY <span style="float: right;"><small>(REAL ESTATE &amp; EQUIPMENT)</small></span>			
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) →			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
VENDOR ADDRESS		STREET	
		CITY	
		STATE	
		ZIP CODE	
<small>Add Additional Business Address &amp; Contact information on back of this form.</small>			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS		STREET	
		CITY	
		STATE	
		ZIP CODE	
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 <sup>ST</sup> BUSINESS PHONE:		Ext. #	HOME PHONE:
2 <sup>ND</sup> BUSINESS PHONE:		Ext. #	1 <sup>ST</sup> PAGER:
CELLULAR:		2 <sup>ND</sup> PAGER:	
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:	
2 <sup>ND</sup> FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
<b>FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL
			<input type="checkbox"/> EDI
<b>If EDI was selected, give us a person to contact in your company to set up EDI:</b>			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
<b>FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### 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. person (including a U.S. resident alien).

**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 on page 4.)

**Sign Here**

Signature of  
 U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 recipient 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 the instructions below and the separate Instructions for the Requester of Form W-9.

## 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

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. 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 the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## 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. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 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 Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). 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/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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.)

**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.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# VENDOR/BIDDER PROFILE SHEET

Subject of RFP	Submission Due	Division	Date Issued

Complete Vendor/Bidder Name	Federal Employer Id Number/SSN
Vendor/Bidder Address	
Contact Person's Name	Telephone Number(s)

### AFFIRMATION OF VENDOR/BIDDER

The undersigned Vendor/Bidder affirms and declares:

- 1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of 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/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder 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 and/or any company official nor any subcontractor to the Vendor/Bidder 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

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

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

### IF VENDOR/BIDDER IS A CORPORATION

What is the authority of signator to bind the Vendor/Bidder 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

CERTIFICATION

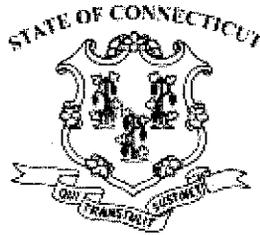
I [SIGNER'S NAME], [TITLE] of [NAME OF ENTITY], an entity lawfully organized and existing under the laws of [STATE OR COMMONWEALTH NAME], do hereby certify that the following is a true and correct copy of a resolution adopted on the [DAY OF THE MONTH] day of [MONTH], [YEAR] by the governing body of [NAME OF ENTITY], in accordance with all of its documents of governance and management and the laws of [STATE NAME] 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 Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this certificate this [DAY OF THE MONTH] day of [MONTH], [YEAR].

\_\_\_\_\_  
Print Name: [SIGNER'S NAME]

Title: [TITLE]



**Substitute Senate Bill No. 1106**

**Public Act No. 07-142**

**AN ACT CONCERNING PROCEDURES FOR THE HEARING OF COMPLAINTS AGAINST STATE CONTRACTORS AND SUBCONTRACTORS BY THE COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES AND THE DOCUMENTATION OF NONDISCRIMINATION POLICIES ADOPTED BY STATE CONTRACTORS.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Subdivision (8) of section 46a-51 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(8) "Discriminatory practice" means a violation of section 4a-60, as amended by this act, 4a-60a, as amended by this act, 4a-60g, 46a-58, 46a-59, 46a-60, 46a-64, 46a-64c, 46a-66, 46a-68, [sections] 46a-68c to 46a-68f, inclusive, or 46a-70 to 46a-78, inclusive, subsection (a) of section 46a-80 [,] or sections 46a-81b to 46a-81o, inclusive.

Sec. 2. Subsections (c) and (d) of section 46a-56 of the general statutes are repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(c) If the commission determines through its [complaint procedure] monitoring and compliance procedures that a contractor or subcontractor is not complying with antidiscrimination statutes or contract provisions required under section 4a-60 or 4a-60a, as amended by this act, or the provisions of [section 46a-68c, 46a-68d, 46a-68e or 46a-68f, (A)] sections 46a-68c to 46a-68f, inclusive, the commission may issue a complaint pursuant to subsection (c) of section 46a-82, as amended by this act. Such complaint shall be scheduled for a hearing before a hearing officer or human rights referee appointed to act as a presiding officer. Such hearing shall be held in accordance with chapter 54 and section 46a-84, as amended by this act. If, after such hearing, the presiding officer makes a finding of noncompliance with antidiscrimination statutes or contract provisions required under section 4a-60 or 4a-60a, as amended by this act, or the provisions of sections 46a-68c to 46a-68f, inclusive, the presiding officer may: (1) Order the state [shall] to retain two per cent of the total contract price per month on any existing contract with such contractor; [and (B)] (2) prohibit the contractor [shall be prohibited] from participation in any further contracts with state agencies until: [(i)] (A) The expiration of a period of two years from the date of the finding of noncompliance, or [(ii)] (B) the [commission] presiding officer determines that the contractor has adopted policies consistent with such statutes, [ The commission] provided the presiding officer shall make such [a] determination [as to whether the contractor has adopted such policies] within forty-five days of [its determination] such finding of noncompliance; [ In addition, the commission may do one or more of the following: (1) Publish] (3) publish, or cause to be published, the names of contractors or unions [which it] that the presiding officer has found to be in noncompliance with such provisions; [(2)] (4) notify the Attorney General that, in cases in which there

is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in section 4a-60 or 4a-60a, as amended by this act, appropriate proceedings should be brought to enforce [those] such provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of [said] section 4a-60 or 4a-60a, as amended by this act; [(3)] (5) recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964, when necessary; [(4)] (6) recommend to the appropriate prosecuting authority that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the commission as the case may be; [(5)] (7) order the contractor to bring itself into compliance with antidiscrimination statutes or contract provisions required under section 4a-60 or 4a-60a, as amended by this act, or sections 46a-68c to 46a-68f, inclusive, within a period of thirty days or, for good cause shown, within an additional period of thirty days, and, if such contractor fails to bring itself into such compliance within such time period and such noncompliance is substantial or material or there is a pattern of noncompliance, recommend to the contracting agency that such agency declare the contractor to be in breach of the contract and that such agency pursue all available remedies; or (8) order the contracting agency to refrain from entering into further contracts, or [extension] extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the commission that such contractor has established and will carry out personnel and employment policies in compliance with antidiscrimination statutes and the provisions of section 4a-60 or 4a-60a, as amended by this act, and sections 46a-68c to 46a-68f, inclusive. The commission shall adopt regulations, in accordance with chapter 54, to implement the provisions of this section.

(d) If the commission determines, through its [complaint procedure and after a hearing held in accordance with chapter 54] monitoring and compliance procedures and after a complaint is filed and a hearing is held pursuant to subsection (c) of this section, that, with respect to a state contract, a contractor, subcontractor or supplier of materials has (1) fraudulently qualified as a minority business enterprise, or (2) performed services or supplied materials on behalf of another contractor, subcontractor or supplier of materials knowing (A) that such other contractor, subcontractor or supplier has fraudulently qualified as a minority business enterprise in order to comply with antidiscrimination statutes or contract provisions required under section 4a-60 or 4a-60a, as amended by this act, and (B) that such services or materials are to be used in connection with a contract entered into pursuant to subsection (b) of section 4a-60g, [it] the hearing officer or human rights referee before whom such hearing was held shall assess a civil penalty of not more than ten thousand dollars upon such contractor, subcontractor or supplier of materials. The Attorney General, upon complaint of the commission, shall institute a civil action in the superior court for the judicial district of Hartford to recover such penalty. Any penalties recovered pursuant to this subsection shall be deposited in a special fund and shall be held by the State Treasurer separate and apart from all other moneys, funds and accounts. The resources in such fund shall, pursuant to regulations adopted by the commission in accordance with the provisions of chapter 54, be used to assist minority business enterprises. As used in this section, "minority business enterprise" means any contractor, subcontractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: [(1)] (i) Who are active in the daily affairs of the enterprise; [(2)] (ii) who have the power to direct the management and policies of the enterprise; and [(3)] (iii) who are members of a minority, as [such term is] defined in subsection (a) of section 32-9n.

Sec. 3. Section 46a-68i of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

The commission or any contractor or subcontractor aggrieved by a decision of the hearing officer or human rights referee following a hearing held pursuant to [section 46a-68h] subsection (c) of section

46a-56, as amended by this act, shall have a right of appeal to the Superior Court as provided for in section 4-183. Such appeal shall be privileged in order of assignment of trial.

Sec. 4. Section 46a-81r of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

Nothing in sections 4a-60a, as amended by this act, 45a-726a, 46a-51, as amended by this act, 46a-54, 46a-56, as amended by this act, 46a-63, 46a-64b, 46a-65, 46a-67, 46a-68b [,] and 46a-81a to 46a-81q, inclusive, subsection [(d)] (e) of section 46a-82, as amended by this act, subsection (a) of section 46a-83, as amended by this act, and sections 46a-86, as amended by this act, 46a-89, 46a-90a, 46a-98, 46a-98a and 46a-99 shall be deemed or construed (1) to mean the state of Connecticut condones homosexuality or bisexuality or any equivalent lifestyle, (2) to authorize the promotion of homosexuality or bisexuality in educational institutions or require the teaching in educational institutions of homosexuality or bisexuality as an acceptable lifestyle, (3) to authorize or permit the use of numerical goals or quotas, or other types of affirmative action programs, with respect to homosexuality or bisexuality in the administration or enforcement of the provisions of sections 4a-60a, as amended by this act, 45a-726a, 46a-51, as amended by this act, 46a-54, 46a-56, as amended by this act, 46a-63, 46a-64b, 46a-65, 46a-67, 46a-68b [,] and 46a-81a to 46a-81q, inclusive, subsection [(d)] (e) of section 46a-82, as amended by this act, subsection (a) of section 46a-83, as amended by this act, and sections 46a-86, as amended by this act, 46a-89, 46a-90a, 46a-98, 46a-98a and 46a-99, (4) to authorize the recognition of or the right of marriage between persons of the same sex, or (5) to establish sexual orientation as a specific and separate cultural classification in society.

Sec. 5. Section 46a-82 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(a) Any person claiming to be aggrieved by an alleged discriminatory practice, except for an alleged violation of section 4a-60g or 46a-68 or the provisions of sections 46a-68c to 46a-68f, inclusive, may, by himself or [his] herself or by such person's attorney, make, sign and file with the commission a complaint in writing under oath, which shall state the name and address of the person alleged to have committed the discriminatory practice, and which shall set forth the particulars thereof and contain such other information as may be required by the commission. After the filing of a complaint pursuant to this subsection, the commission shall serve upon the person claiming to be aggrieved a notice that: (1) Acknowledges receipt of the complaint; and (2) advises of the time frames and choice of forums available under this chapter.

(b) The commission, whenever it has reason to believe that any person has been engaged or is engaged in a discriminatory practice, may issue a complaint, except for a violation of subsection (a) of section 46a-80.

(c) The commission, whenever it has reason to believe that any contractor or subcontractor is not complying with antidiscrimination statutes or contract provisions required under section 4a-60, 4a-60a, as amended by this act, or 4a-60g or the provisions of sections 46a-68c to 46a-68f, inclusive, may issue a complaint.

[(c)] (d) The commission may issue a complaint if: (1) An affirmative action plan filed pursuant to section 46a-68 is in violation of any of the provisions of section 4-61u or 4-61w, sections 46a-54 to 46a-64, inclusive, section 46a-64c or sections 46a-70 to 46a-78, inclusive; or (2) an agency, department, board or commission fails to submit an affirmative action plan required under section 46a-68.

~~[(d)]~~ (e) Any employer whose employees, or any of them, refuse or threaten to refuse to comply with the provisions of section 46a-60 or 46a-81c [,] may file with the commission a written complaint under oath asking for assistance by conciliation or other remedial action.

~~[(e)]~~ (f) Any complaint filed pursuant to this section must be filed within one hundred and eighty days after the alleged act of discrimination, except that any complaint by a person claiming to be aggrieved by a violation of subsection (a) of section 46a-80 must be filed within thirty days of the alleged act of discrimination.

Sec. 6. Subsection (a) of section 46a-83 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(a) Within twenty days after the filing of any discriminatory practice complaint pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, or an amendment to such complaint adding an additional respondent, the commission shall cause the complaint to be served upon the respondent together with a notice (1) identifying the alleged discriminatory practice, and (2) advising of the procedural rights and obligations of a respondent under this chapter. The respondent shall file a written answer to the complaint under oath with the commission within thirty days of receipt of the complaint, provided a respondent may request, and the commission may grant, for good cause shown, one extension of time of fifteen days within which to file an answer to a complaint. The answer to any complaint alleging a violation of section 46a-64c or 46a-81e shall be filed within ten days of receipt.

Sec. 7. Section 46a-84 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(a) If the investigator fails to eliminate a discriminatory practice complained of pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, within fifty days of a finding of reasonable cause, [he] the investigator shall, within ten days, certify the complaint and the results of the investigation to the executive director of the commission and to the Attorney General.

(b) Upon certification of [the] a complaint filed pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, or upon the filing of a complaint pursuant to subsection (c) of said section, the [executive director of the commission or his designee] Chief Human Rights Referee shall appoint, for a complaint filed pursuant to said subsection (a) or (b), a hearing officer, hearing adjudicator or human rights referee, and for a complaint filed pursuant to said subsection (c), a hearing officer or human rights referee, to act as a presiding officer to hear the complaint or to conduct settlement negotiations and shall cause to be issued and served in the name of the commission a written notice, together with a copy of the complaint, as the same may have been amended, requiring the respondent to answer the charges of the complaint at a hearing before the presiding officer or hearing adjudicator at a time and place to be specified in the notice. [, provided such] A hearing on a complaint filed pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, shall be commenced by convening a hearing conference not later than forty-five days after the certification of the complaint. [The] Such hearing shall be a de novo hearing on the merits of the complaint and not an appeal of the commission's processing of the complaint prior to its certification. [The hearing] A hearing on a complaint filed pursuant to subsection (c) of section 46a-82, as amended by this act, shall be commenced by convening a hearing conference not later than twenty days after the date of notice of such complaint. Hearings shall proceed with reasonable dispatch and be concluded in accordance with the provisions of section 4-180.

(c) The place of any hearing may be the office of the commission or another place designated by [it] the commission.

(d) The case in support of the complaint shall be presented at the hearing by the Attorney General, who shall be counsel for the commission, or by a commission legal counsel as provided in section 46a-55, as the case may be. If the Attorney General or the commission legal counsel determines that a material mistake of law or fact has been made in the finding of reasonable cause [ , he] on a complaint filed pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, the Attorney General or the commission legal counsel may withdraw the certification of the complaint and remand the file to the investigator for further action. The complainant may be represented by an attorney of [his] the complainant's own choice. If the Attorney General or the commission legal counsel, as the case may be, determines that the interests of the state will not be adversely affected, the attorney for the complainant shall present all or part of the case in support of the complaint. No commissioner may participate in the deliberations of the presiding officer in the case.

(e) A hearing officer, hearing adjudicator, human rights referee or attorney who volunteers service pursuant to subdivision (18) of section 46a-54 may supervise settlement endeavors, or, in employment discrimination cases only, the complainant and respondent, with the permission of the commission, may engage in alternate dispute resolution endeavors for not more than three months. The cost of such alternate dispute resolution endeavors shall be borne by the complainant or the respondent, or both, and not by the commission. Any endeavors or negotiations for conciliation, settlement or alternate dispute resolution shall not be received in evidence.

(f) The respondent may file a written answer to the complaint under oath and appear at the hearing in person or otherwise, with or without counsel, and submit testimony and be fully heard. If the respondent fails to file a written answer prior to the hearing within the time limits established by regulation adopted by the commission in accordance with chapter 54 or fails to appear at the hearing after notice in accordance with section 4-177, the presiding officer or hearing adjudicator may enter an order of default and order such relief as is necessary to eliminate the discriminatory practice and make the complainant whole. The commission or the complainant may petition the Superior Court for enforcement of any such order for relief pursuant to the provisions of section 46a-95.

(g) The presiding officer or hearing adjudicator conducting any hearing shall permit reasonable amendment to any complaint or answer and the testimony taken at the hearing shall be under oath and be transcribed at the request of any party.

Sec. 8. Section 46a-86 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(a) If, upon all the evidence presented at the hearing conducted pursuant to section 46a-84, as amended by this act, the presiding officer finds that a respondent has engaged in any discriminatory practice, the presiding officer shall state [his] the presiding officer's findings of fact and shall issue and file with the commission and cause to be served on the respondent an order requiring the respondent to cease and desist from the discriminatory practice and further requiring the respondent to take such affirmative action as in the judgment of the presiding officer will effectuate the purpose of this chapter.

(b) In addition to any other action taken [hereunder] under this section, upon a finding of a discriminatory employment practice, the presiding officer may order the hiring or reinstatement of employees, with or without back pay, or restoration to membership in any respondent labor organization, provided, liability for back pay shall not accrue from a date more than two years prior to the filing or issuance of the complaint and, provided further, interim earnings, including unemployment compensation and welfare assistance or amounts which could have been earned with reasonable diligence on the part of the person to whom back pay is awarded shall be deducted from the amount of back pay to which such person is otherwise entitled. The amount of any such deduction for interim

unemployment compensation or welfare assistance shall be paid by the respondent to the commission which shall transfer such amount to the appropriate state or local agency.

(c) In addition to any other action taken [hereunder] under this section, upon a finding of a discriminatory practice prohibited by section 46a-58, 46a-59, 46a-64, 46a-64c, 46a-81b, 46a-81d or 46a-81e, the presiding officer shall determine the damage suffered by the complainant, which damage shall include, but not be limited to, the expense incurred by the complainant for obtaining alternate housing or space, storage of goods and effects, moving costs and other costs actually incurred by [him] the complainant as a result of such discriminatory practice and shall allow reasonable attorney's fees and costs.

(d) In addition to any other action taken [hereunder] under this section, upon a finding of a discriminatory practice prohibited by section 46a-66 or 46a-81f, the presiding officer shall issue and file with the commission and cause to be served on the respondent an order requiring the respondent to pay the complainant the damages resulting from the discriminatory practice.

(e) In addition to any other action taken under this section, upon a finding of noncompliance with antidiscrimination statutes or contract provisions required under section 4a-60 or 4a-60a, as amended by this act, or the provisions of sections 46a-68c to 46a-68f, inclusive, the presiding officer shall issue and file with the commission and cause to be served on the respondent an order with respect to any remedial action imposed by the presiding officer pursuant to subsection (c) or (d) of section 46a-56, as amended by this act.

[(e)] (f) If, upon all the evidence and after a complete hearing, the presiding officer finds that the respondent has not engaged in any alleged discriminatory practice, the presiding officer shall state [his] the presiding officer's findings of fact and shall issue and file with the commission and cause to be served on the respondent an order dismissing the complaint.

[(f)] (g) Any payment received by a complainant under this chapter or under any equivalent federal antidiscrimination law, either as a settlement of a claim or as an award made in a judicial or administrative proceeding, shall not be considered as income, resources or assets for the purpose of determining the eligibility of or amount of assistance to be received by such person in the month of receipt or the three months following receipt under the state supplement program, Medicaid or any other medical assistance program, temporary family assistance program, state-administered general assistance program, or the temporary assistance for needy families program. After such time period, any remaining funds shall be subject to state and federal laws governing such programs, including, but not limited to, provisions concerning individual development accounts, as defined in section 31-51ww.

Sec. 9. Subsection (a) of section 4a-60 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious

creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such 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 such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act. 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 project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

Sec. 10. Subsection (a) of section 4a-60a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (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 of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, as amended by this act; (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 section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

Sec. 11. Section 46a-68h of the general statutes is repealed. (*Effective July 1, 2007*)

Approved June 25, 2007

## **ADDITIONAL NOTICE TO PROSPECTIVE CONTRACTORS**

Prospective contractors participating under this Request for Proposal (RFP) are advised that they must complete Personal Service Agreement (CO-802A; REV.2/2000), provided, as part of the bidding process.

Further, if a prospective contractor is a corporation, the proposal must include a corporate resolution showing that the signator has the authority to bind the corporation. If a prospective contractor is a partnership, or is organized under a different structure, the proposal should include equivalent documentation. Such documentation is not required if the prospective contractor is an individual.

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

## EVIDENCE OF NONDISCRIMINATION FORM

_____		
Vendor Name		
_____		
Street Address		
_____	_____	_____
City	State	Zip
_____		_____
Contact Person	Title	
_____		
( )		
_____		
Telephone Number		

We have read the extract provided of C.G.S. Section 4a-60 and Connecticut State Agencies' Regulations Section 46a-68j-23 and agree with the principles expressed therein.

We offer as evidence of nondiscrimination and of our agreement and ability to meet contract compliance regulations one or more of the following factors and have enclosed appropriate, related documentation.

Note: If the vendor/bidder/contractor is an individual and does not employ anyone, please check here [ ] and sign below.

### FACTORS

### EVIDENCE ENCLOSED

- |  |                                  |
|--|----------------------------------|
| (a) success in implementing an Affirmative Action Plan;  | _____<br>_____                   |
| (b) success in developing an apprenticeship program in compliance with Connecticut General Statutes Sections 46a-68-1 to 47a-68-17 inclusive;                                  | _____<br>_____<br>_____<br>_____ |
| (c) promise to develop and implement a successful affirmative action plan;   | _____<br>_____                   |
| (d) submission of Employment Information Form or EEO-1/EEO-4 data indicating that the composition of its workforce is at or near parity in the relevant labor market area; and | _____<br>_____<br>_____<br>_____ |
| (e) promise to set aside a portion of the contract for legitimate minority business enterprises.   | _____<br>_____                   |

_____	_____	_____
Signature	Title	Date

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

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**EMPLOYMENT INFORMATION FORM**

**WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT**

Vendor/Bidder/Contractor \_\_\_\_\_

Contact Person \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Bid Number \_\_\_\_\_

Report all permanent full-time or part time employees, including apprentice and on the job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all col: A-F Male & Female)	A WHITE (Not of Hispanic Origin)		B BLACK (Not of Hispanic Origin)		C HISPANIC		D ASIAN or PACIFIC ISLANDER		E AMERICAN INDIAN ALASKAN NATIVE		F PHYSICALLY DISABLED	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers													
Professional													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTALS of ABOVE													
Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No													
Explain: _____													
If CT based, do you post all employment openings with the State of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No													
Explain: _____													
Do you implement a written Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No													
Explain: _____													
DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING, AND PROMOTION ANTIDISCRIMINATION PRACTICES													

I am an individual with no employees. (Please sign below. Print or type name beneath signature.)

I have submitted a Federal EEO-1 or equivalent. See attachment. (Please sign below. Print or type name beneath signature.)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.