

---

***CRDA***

***Capital Region Development Authority***

***100 Columbus Boulevard, Suite 500***

***Hartford, Connecticut 06103***

---

**Request for Proposals for Auditing Services**

---

## Table of Contents

	<b>Page</b>
Background . . . . .	3
Outline of Work . . . . .	3
Contract Term . . . . .	5
Letter of Intent . . . . .	5
Required Information . . . . .	6
Submission Deadline . . . . .	7
Review Criteria . . . . .	7
Instruction to Proposers . . . . .	8
RFP Requirements & Conditions . . . . .	9
CRDA Standard Contract Requirements . . . . .	10

## Exhibits and Attachments

Exhibit “A” State of Connecticut Certificate of Non-Discrimination  
Exhibit “B” Proposal Letter

Attachment 1 – Exhibit C Notification to Bidders Form  
Attachment 1 – Exhibit D Evidence of Non-discrimination Form  
Attachment 1 – Exhibit E Employment Information Form  
Attachment 1 – Exhibit F Fee Structure Outline  
Attachment 2 – Exhibit G Selected CRDA statutes – Lease Information  
Attachment 2 – Exhibit H Gift and Campaign Contribution Certification  
Attachment 2 – Exhibit I Consulting Agreement Affidavit  
Attachment 2 – Exhibit J SEEC Form 10

## **I. BACKGROUND**

The Capital Region Development Authority, (CRDA or the Authority) is a quasi-public agency, the Authority is a body politic and corporate, and an instrumentality of the State of Connecticut. For financial reporting purposes, CRDA is a component unit of the State and its financial statements are included in the State's Comprehensive Annual Financial Report.

The Authority's role regarding the Connecticut Convention Center Project is one of owner/operator. In accordance with the Airspace Lease between The State of Connecticut and the Authority dated as of September 16, 2003, the Authority took delivery of possession of the Connecticut Convention Center. The term of the lease is for 99 years and one day and provides that the Authority own and operate the Convention Center and the related garages and associated improvements.

Pursuant to that certain Memorandum of Understanding dated April 26, 2013 by and between the State of Connecticut and the Authority, the State has delegated and assigned to the Authority the rights, responsibilities, and obligations to operate the Stadium at Rentschler Field located in East Hartford, Connecticut.

Pursuant to that certain Second Amended and Restated Lease Agreement dated April 26, 2013 by and between the City of Hartford and the Authority, the Authority holds fee title to the XL Center and is responsible for its day-to-day management and operations.

The Authority's facilities are managed by third parties under contractual agreements.

## **II. OUTLINE OF WORK (the "Work")**

**The Capital Region Development Authority ("CRDA") is requesting proposals from certified public accounting firms to review the financial records of the CRDA for the fiscal years in question, commencing with the July 1, 2020 through June 30, 2023 fiscal years. CRDA will provide access to the contractors and their employees for all necessary information. Within the first 80 days following each fiscal year-end in question, the contractor will be required to deliver the following:**

- Task 1:** Undertake an independent financial audit of the authority in accordance with generally accepted auditing standards in accordance with Section 32-605(c) of the Connecticut General Statutes. The contractor will be required to develop an executive summary that generally describes the findings of the audits. The summary should be suitable for distribution to CRDA's Board of Directors.
  
- Task 2:** Undertake an independent financial audit of the Convention Center manager's special purpose statements of assets, liabilities and owner's equity in accordance with the contract between CRDA and the manager. These financial statements are the responsibility of the manager and subsequently this activity is consolidated into CRDA's financials.

- Task 3:** Undertake an independent financial audit of the CRDA's Parking Facilities manager's special purpose statements of assets, liabilities and owner's equity in accordance with the contract between CRDA and the manager. These financial statements are the responsibility of the manager and subsequently this activity is consolidated into CRDA's financials.
- Task 4:** Undertake an independent financial audit of the XL Center, formerly known as the Hartford Civic Center, manager's special purpose statements of assets, liabilities and owner's equity in accordance with the contract between CRDA and the manager. These financial statements are the responsibility of the manager and subsequently this activity is consolidated into CRDA's financials.
- Task 5:** Undertake an independent financial audit of the Stadium at Rentschler Field in accordance with generally accepted auditing standards in accordance with Section 32-605(c) of the Connecticut General Statutes. The contractor will be required to develop an executive summary that generally describes the findings of the audits. The summary should be suitable for distribution to CRDA's Board of Directors and the Secretary of the State of Connecticut Office of Policy and Management.
- Task 6:** Perform a compliance audit of the authority's activities during the preceding fiscal year in accordance with Section 32-605(b) of the Connecticut General Statutes. The audit shall determine whether the authority has complied with its regulations concerning affirmative action, personnel practices, the purchase of goods and services and the use of surplus funds. (Compliance Audit Report A)
- Task 7:** Perform a compliance audit of the certified payroll of the Connecticut Convention Center during the preceding fiscal year in accordance with Section 31-57 f of the Connecticut General Statutes. The audit shall determine whether the authority's manager has complied with its regulations concerning standard wage rates for certain service workers at the Convention Center. (Compliance Audit Report B)
- Task 8:** Perform a compliance audit of the certified payroll of the CRDA's Parking Facilities during the preceding fiscal year in accordance with Section 31-57 f of the Connecticut General Statutes. The audit shall determine whether the authority's manager has complied with its regulations concerning standard wage rates for certain service workers at the Convention Center. (Compliance Audit Report C)
- Task 9:** Perform a compliance audit of the certified payroll of the XL Center, formerly known as the Hartford Civic Center, during the preceding fiscal year in accordance with Section 31-57 f of the Connecticut General Statutes. The audit shall determine whether the authority's manager has complied with its regulations concerning standard wage rates for certain service workers at the XL Center. (Compliance Audit Report D)

**Task 10:** Perform a compliance audit of the Stadium at Rentschler Field's activities during the preceding fiscal year in accordance with Section 32-605(b) of the Connecticut General Statutes. The audit shall determine whether the Stadium has complied with its regulations concerning affirmative action, personnel practices, the purchase of goods and services and the use of surplus funds. (Compliance Audit Report E)

**Task 11:** If required, perform a Federal Single Audit and/or State Single Audit of CRDA for any fiscal year(s) in accordance with Federal OMB Circular. The audit shall include all audit components, consisting of the compliance and financial components at a minimum, for any federal awarded funds expended during the fiscal year(s) as required by the audit guidelines.

### **III. CONTRACT TERM**

The term of any contract resulting from this RFP shall commence on or about April 1, 2021 and shall terminate upon the completion of all of the tasks that are outlined herein, unless otherwise terminated or suspended per the terms of any resulting agreement. CRDA seeks to retain a contractor that can perform said audits for a period of up to three years which would include fiscal years ending June 30, 2021, 2022, and 2023.

### **IV. LETTER OF INTENT**

Any proposer intending to respond to this RFP may submit a Letter of Intent to the Official Agency Contact by US mail, facsimile or E-mail. The letter of intent is a non-binding in that the Proposer is not required to submit a proposal. The purpose of the letter is to enable CRDA to send interested Proposers new information in a timely manner. The letter should contain the following information:

1. Name of Proposer;
2. Mailing Address;
3. Telephone Number;
4. E-mail Address; and
5. Name of Proposer's representative.

## V. REQUIRED INFORMATION & FORMAT

**All submissions must include three (3) copies of the entire package.**

### A. Contact Information

Provide the information requested below:  
(if different than information provided in the letter of intent)

1. Name of Proposer;
2. Mailing Address;
3. Telephone Number;
4. E-mail Address; and
5. Name of Proposer's Representative.

### B. Proposers Qualifications

- Do you foresee any potential conflicts of interest arising from continued representation of the current clients of your firm and any engagements for CRDA, and if so, how would you address these conflicts?
- Describe the hierarchical structure, functions, and positions within the organization
- Describe your firm's experience, skills and abilities to perform the services contemplated in the Outline of Work. Explain the firm's overall experience with public or quasi-public agencies, convention centers, parking facilities, civic centers, and give examples of similar projects in which the firm was involved.
- Please provide, as references, a minimum of three (3) clients for which your firm has performed similar services as those described in this RFP. Please include the name, address, email address, telephone number, and fax number of the contact person at each reference.

### C. Key Personnel

- Identify key personnel who will be assigned to each Task delineated in the Outline of Work, including such individual's experience and background relevant to this assignment;
- State the portion of time that such personnel will allocate to each task;
- Attach résumés reflecting the qualifications for all key personnel assigned to this project.
- Please state whether your firm or any member of your firm is under any order or other form of investigation with respect to any service it has provided.

D. Cost

- Provide a lump sum detailed cost proposal **in the format of EXHIBIT F**, that includes a breakdown of costs to perform each Task contained in the Outline of Work. Illustrate if your firm has discounted or downwardly adjusted rates for quasi-public agencies like CRDA.;

E. Completed Forms

- Signed Non-discrimination Certification (Exhibit A)
- Signed Proposal Letter (See Exhibit B)
- Signed Notification to Bidders Form (Attachment 1 – Exhibit C)
- Signed Evidence of Non-discrimination Form (Attachment 1 – Exhibit D)
- Completed Employment Information Form (Attachment 1 – Exhibit E)
- Completed Fee Structure Outline – Exhibit F)
- Completed Gift and Campaign Contribution Certification (Exhibit H)
- Completed Consulting Agreement Affidavit (Exhibit I)
- Completed SEEC Form 10 (Exhibit J)

**VI. SUBMISSION DEADLINE**

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 deadline for submitting proposals are targets dates only. 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 CRDA.

RFP Released	January 25, 2021
Deadline for Questions	February 5, 2021 (3:00 PM)
Official Answers Released	February 12, 2021
Deadline for Submitting Proposals	February 26, 2021 (3:00 PM)
Proposers Interviews (Target Dates)	March 2-4, 2021
Contractor Selection	March 8, 2021
Contract Negotiations Completed	March 12, 2021
Start of Contract	On or before April 1, 2021

**VII. REVIEW CRITERIA**

Proposals from individuals or firms will be rated according to:

1. Firm's qualifications and experience;
2. Professional qualifications of key personnel assigned to this project;
3. Experience on similar projects;
4. Ability to complete audits on time - by September 30 following the fiscal year audited
5. Costs; and
6. Proposer's commitment to affirmative action.

## **VIII. INSTRUCTIONS FOR PROPOSERS**

**A. Official CRDA Contact.** The Official Agency Contact for the purpose of this RFP is Ms. Jennifer Gaffey. All communications with CRDA must be directed to Ms. Gaffey at the address provided below:

Ms. Jennifer Gaffey  
Capital Region Development Authority  
100 Columbus Boulevard, Suite 500  
Hartford, Connecticut 06103  
(860) 527-0100  
E-mail: [jgaffey@crdact.net](mailto:jgaffey@crdact.net)

**B. Proposer's Representative(s).** Proposer must designate an authorized representative, including the name, title, address, telephone number and E-mail address for each representative.

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

**D. Proposers' Interviews.** The selection committee will review all submitted proposals that are submitted timely. The Selection Committee will conduct interviews with select Proposers between March 2 - 4, 2021 at the Connecticut Convention Center.

**E. Inquiry Procedures.** Proposers may submit questions about the RFP to the Official Agency Contact on or before February 5, 2021. Questions must be in writing and submitted by US mail, facsimile or E-mail. Questions will not be accepted over the telephone. Anonymous questions will not be answered. CRDA reserves the right to provide a combined answer to similar questions. CRDA will distribute official answers to the questions, in the form of a written amendment, not later than February 12, 2021 to all Proposers who submitted a letter of intent. Any Proposer who has not received the amendment within two business days following the distribution date may contact the Official Agency Contact by telephone to request a copy.

**F. Confidential Information.** Proposers are advised not to include in their proposals any proprietary information. The CT Freedom of Information Act 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 statute (C.G.S. § 1-19(b)(5)). 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." Confidential information must be isolated from other material in the proposal and labeled CONFIDENTIAL.

**G. References.** Include three letters of reference from recent clients. Provide the following information for each reference: name, title, company address, email, and telephone number.



## **IX. RFP REQUIREMENTS AND CONDITIONS**

Important Note: All Bidders must be willing to adhere to the following conditions and must positively state this in the proposal.

- a. All proposals in response to this RFP are to be the sole property of CRDA. Bidders are encouraged not to include in their proposals any information that is proprietary.
- b. Any product, whether acceptable or unacceptable to CRDA, developed under a contract awarded as a result of the RFP is to be the sole property of CRDA.
- c. The bidder agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- d. CRDA may amend or cancel this RFP, prior to the due date and time, if CRDA deems it to be necessary, appropriate or otherwise in the best interests of CRDA.
- e. The price quoted includes all travel and related out-of-pocket expenses that will be incurred. Cost estimates will be considered as “not to exceed” quotations, except to the extent that the assumed scope is changed, against which time and expenses will be charged. CRDA as a political subdivision of the State of Connecticut is exempt from the payment of excise, transportation, and sales taxes therefore such taxes must not be included in the price quoted. Finally, the price quoted will be applicable to the entire term of the contract and will not be subject to alterations without the prior written consent of the Chairperson or Executive Director of CRDA.
- f. The bidder must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by CRDA, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by CRDA. At its discretion, CRDA may require the removal and replacement of any of the bidder's personnel who do not perform adequately, regardless of whether they were previously approved by CRDA.
- g. Any costs and expenses incurred by bidders in preparing or submitting proposals are the sole responsibility of the bidder. A bidder, if requested, 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.
- h. 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 CRDA at the bidder's sole cost and expense.
- i. The bidder awarded the contract may be required to give presentations to the extent necessary to satisfy CRDA's requirements or needs. In some cases, bidders may have to give presentations or further explanation to the RFP evaluation committee.

j. The bidder represents and warrants that the proposal is not made in connection with any other bidder and is in all respects fair and without collusion or fraud. The bidder 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 CRDA participated directly in the bidder's proposal preparation.

k. All responses to the RFP must conform to instruction. Failure to answer all questions or to follow the requested format may be considered appropriate cause for rejection of the response.

l. The contract document will represent the entire agreement between the bidder and CRDA and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. Any contract awarded as a result of this RFP must be in full conformity with the statutory requirements of the State of Connecticut and the federal government. CRDA shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been accepted and approved by CRDA. The contract may be amended only by means of a written instrument signed by CRDA and the bidder.

m. Any firm awarded a contract under this RFP is prohibited from working on any other project related to the overall Adriaen's Landing project except with the express written permission of CRDA.

n. An authorized officer of the firm must sign the submitted proposals. Proposals must also provide name, title, address and telephone number for individuals with CRDA to negotiate and contractually bind the firm, and for those who may be contacted for the purpose of clarifying the information provided.

## **X. CRDA STANDARD CONTRACT REQUIREMENTS**

Any resulting Contractor shall adhere to the State's contracting requirements, to wit:

### **A. Entire Agreement**

This Agreement embodies the entire agreement between CRDA 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. 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 CRDA, Contractor shall promptly estimate their monetary effect and so notify the CRDA. No change shall be implemented by Contractor unless it is approved by CRDA in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If CRDA determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and CRDA 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 CRDA 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 CRDA, 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 qualified personnel and any CRDA approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise CRDA 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. CRDA may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to CRDA to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the CRDA for any economic detriment caused the CRDA by such subcontract arrangement.

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

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

In case of known conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to CRDA for clarification. CRDA shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions that are performed by Contractor prior to clarification by CRDA 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 CRDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

### **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 CRDA'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 CRDA 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:

<u>Coverage:</u>	<u>Minimum Amounts and Limits</u>
1. Workers' Compensation	Connecticut Statutory Requirements
2. Employer's Liability	To the extent included under Workers' Compensation Insurance Policy
3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:	
a. Bodily Injury Insurance meeting Connecticut statutory requirements;	
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 CRDA or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

#### **L. Promotion**

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

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

### **M. Confidentiality**

All data provided to Contractor by CRDA or developed internally by Contractor with regard to CRDA will be treated as proprietary to CRDA and confidential unless CRDA 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 CRDA 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 CRDA of the need for the disclosure and will not disclose absent consent from CRDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

### **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 CRDA 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 CRDA.

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

### **Q. Non-Discrimination**

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of

the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "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
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.



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

**R. No Recourse**

It is expressly understood and agreed that the directors, officers and employees and agents of CRDA are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. Contractor further acknowledges that CRDA is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

**S. Assignability**

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

**T. Severability**

If any part or parts of this Agreement 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.

**U. 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.

**V. Third Parties**

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

**W. Non Waiver**

In no event shall the making by CRDA of any payment to the Contractor constitute or be construed as a waiver by CRDA of any breach of covenant, or any default that may then exist, on the part of the Contractor and the making of any such payment by CRDA while any such breach or default exists shall in no way impair or prejudice any right or remedy available to CRDA in respect to such breach or default.

## **X. Contractor Certification**

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

## **Y. Large State Contracts**

Pursuant to C.G.S. §§ 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 Gov. M. Jodi Rell's Exec. Order No. 1. In addition, pursuant to paragraph 8 of Gov. M. Jodi Rell's Exec. 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.

## **Z. Large State Construction Or Procurement Contract**

Pursuant to C.G.S. § 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 CRDA 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 CRDA 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.

## **AA. Disclosure of Consulting Agreements**

Pursuant to C.G.S. § 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 C.G.S. § 4a-81.

**BB. 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.

**CC. Campaign Contribution and Solicitation Prohibitions**

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

End of RFP Document



## EXHIBIT B

### PROPOSAL LETTER CAPITAL REGION DEVELOPMENT AUTHORITY

It is understood and agreed that we have read CRDA specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

Respectfully submitted,

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (original)      (Typed Name)

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Social Security OR Federal Tax Payer ID No.

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Remittance Address (if different from street address)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Location of Bidder

Bidder is:  Individual     Partnership     Corporation\*     Joint Venture

State of Incorporation:  Connecticut     Other:

Is Corporate Seal Available In Connecticut:     Yes\*\*     No

\*        Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

\*\*        If yes, affix corporate seal.

## **Attachment 1**

### **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 Capital Region Development Authority (CRDA), 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 Connecticut General Statutes Sections 46a-68-1 to 46a-68-17, inclusive.
- The bidder's submission of Employment Information Form or EEO-1/ EEO-4 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
- 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 CRDA with information about their organizations.

Information Forms are provided, with instructions, (see Attachments) that must be completed, signed by responsible parties and returned to CRDA with the response to the Request for Proposals.

**VENDOR'S PACKAGE**

- 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. Evidence of Nondiscrimination Form
  3. Employment Information Form

***If the vendor submitting the bid files an EEO-1 or an EEO-4 form with the Federal Government, a copy of the EEO-1 or EEO-4 may be attached to the Employment Information Form in lieu of completion.***
- Definitions and descriptions to assist in completing the Employment Information Form

**CONTRACT COMPLIANCE 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 the awarding of 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 the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9.” “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; or (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 32-ne 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 requirement:**

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Connecticut General Statutes 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 employment statistics contained in the “Employment Information Form”, 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 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)



## Attachment 1 – Exhibit D

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
-----------	-------	------

## Attachment 1 – Exhibit E

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

### 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-E 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 \_\_\_\_\_

## **DEFINITIONS OF RACES AND OCCUPATIONS**

### **RACE/ETHNIC IDENTIFICATION**

- A. **WHITE** - (not of Hispanic origin) - All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.
- B. **BLACK** - (not of Hispanic origin) - All persons having origins in any of the Black racial groups of Africa.
- C. **HISPANIC** - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.
- D. **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, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
- E. **AMERICAN INDIAN OR ALASKAN NATIVE** - Persons have origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- F. **PHYSICALLY DISABLED** - Persons who have any chronic physical handicap, infirmity or impairment, whether congenital or resulting from bodily injury, organic processes or changes or from illness, including but not limited to blindness, epilepsy, deafness or hearing impaired or reliance on a wheelchair or other remedial appliance or device.

### **DESCRIPTION OF JOB CATEGORIES**

- 01. **OFFICIALS AND MANAGERS** - Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Include officials, executives, middle management, plant managers, department managers, department manager and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.
- 02. **PROFESSIONALS** - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots, and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.
- 03. **TECHNICIANS** - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two years of post high school education such as offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes computer programmers, drafters, engineering aids, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic, physical science), and kindred workers.
- 04. **SALES WORKERS** - Occupations engaging wholly or primarily in direct selling; Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.
- 05. **OFFICE AND CLERICAL WORKERS** - Includes all clerical-type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts),

messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

06. CRAFT WORKERS (SKILLED) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.
07. OPERATIVES (SEMI-SKILLED) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.
08. LABORERS (UNSKILLED) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes; garage laborers, car washers and greasers, gardeners (except form) and groundskeepers, longshoremen and stevedores, lumbermen, digging, mixing, loading, and pulling operations, and kindred workers.
09. SERVICE WORKERS - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.
10. APPRENTICES - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.
11. TRAINEES - Persons engaged in formal training for craft workers when not trained under apprentice programs - operative, laborer, and service occupations; also persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

## Exhibit H



# STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS :

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

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

### GIFT CERTIFICATION:

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

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

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

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

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

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

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

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

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

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

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

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

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

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

Exhibit I



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS :

If the bidder or vendor has entered into a consulting agreement, as defined by C.G.S. § 4a-81(b)(1):

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

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

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

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

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

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

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date

Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court or Notary Public



## Exhibit J

### SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



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

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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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



# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 3



## DEFINITIONS

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

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3



## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

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

### NAME OF SIGNER

First Name

MI

Last Name

Suffix

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,  
[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"