Board of Trustees of Community-
Technical Colleges

Request for Proposal:
(RFP) No. CCC-10-05

For: Debt Collection Services

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REQUEST FOR PROPOSALS
Project No. CCC-10-05

Date: April 22, 2010

Project: Create a new Long Term Disability Insurance Program for Alternate Retirement Program Participants.

I. Introduction

The Board of Trustees of Connecticut Community-Technical Colleges (“System” or “College”) is seeking qualified professional agencies or individuals (“Contractor”) to provide debt collection services. The System is comprised of a System Office and twelve community colleges.

The Connecticut Community Colleges are established under C.G.S. 10a-71 et.seq. The System consists of twelve regional community colleges and a system office. Each community college operates as a separate college within the larger community college system. The responsibility for the administration and management of the System, including the oversight and control of financial operations, rests with the Board of Trustees (“BOT”). C.G.S. 10a-72 (b) (1) requires the Board to “make rules for the governance of the...colleges, determine the general policies of said colleges and direct the expenditure of said colleges’ funds within the amounts available...”

Colleges and the BOT System Office are located throughout the State, as follows:

- BOT/System Office Hartford
- Asnuntuck Community College Enfield
- Capital Community College Hartford
- Gateway Community College New Haven and North Haven
- Housatonic Community College Bridgeport
- Manchester Community College Manchester and East Hartford
- Middlesex Community College Middletown and Meriden
- Naugatuck Valley Community College Waterbury
- Northwestern CT Community College Winsted
- Norwalk Community College Norwalk
- Quinebaug Valley Community College Danielson and Willimantic
- Three Rivers Community College Norwich
- Tunxis Community College Farmington and Bristol

For additional information about the Connecticut Community Colleges, please visit our website: www.commnet.edu

II. Background

The System uses an automated collection functionality within the SunGard HE Banner Financial System. This functionality ensures secure automated transmission of data to and from the collections Contractor and eliminates manual handling. The Contractor’s data processing system, and the information stored within, must seamlessly integrate with the System’s Automated Collections Functionality (ACF).
III. CONTRACTOR REQUIREMENTS:

The selected contractor must:

1. comply with all applicable Connecticut Community College Policies, federal and state statutes and regulations, including, but not limited to, Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act ("FERPA") in the protection of all Connecticut Community College data.

2. be licensed with the Connecticut Department of Banking, as per C.G.S. Section 36a-801;

3. be able to interface electronically with the System and communicate and receive information uniquely identifiable for each of the twelve community colleges;

4. have at least five (5) years experience in providing collection services and must maintain an organization capable of performing the work described herein;

5. have conducted a collection operation, continuously, for the past five (5) years;

6. have experience with, and understanding of, collection of educational accounts receivable and have demonstrated the ability to collect such accounts;

7. warrant and guarantee that Contractor shall apply the full range of collection efforts to each assigned account;

8. have office locations in more than one state and must demonstrate the ability to collect accounts both in Connecticut and nationwide;

9. have an established history of dedication to privacy protection and ethical and legal collection practices;

10. comply with Sec. 4a-12 of the Connecticut General Statutes C.G.S. and Public Act 00-115;

11. be a member of the American Collectors Association;

12. provide a dedicated functional support contact;

13. provide dedicated Information Technology ("IT") contact(s);

14. provide timely responses to any and all requests for Information Technology related changes;

15. provide timely responses to any and all customer requests and questions from the System;

16. have a high level of Electronic Data Processing (EDP) sophistication and capacity, including, but not limited to:

   a. availability of a competent IT staff, fully able to meet the operational requirements of the contract;
b. sufficient in-house hardware or access to a service bureau capable of handling the volume of data;

c. high level, sophisticated security systems and procedures, capable of protecting confidentiality and stored data; and

d. reporting and case tracing systems capable of insuring the information desired on any and all accounts is captured, updated and reported to the individual colleges.

17. be able to capture, update, report and transfer any and all information gathered regarding the assigned accounts by interfacing with the System electronically, as described in the Process Requirements section below.

18. be able to service uncollectable student loans submitted to them directly by the Third Party loan processor

IV. PROCESS REQUIREMENTS

The selected contractor must have in place, and scrupulously maintain, systems and processes that:

1. treat each community college as a separate and distinct entity;

2. are capable of retaining individual Account Receivable transactional records for all twelve community colleges and multiple collections placements;

3. use PGP encryption for all data files transmitted to the collection vendor or retrieved from the collection vendor via File Transfer Protocol;

4. are capable of performing the following tasks:

   a. receive files with new collection accounts on a daily basis in the required format as outlined in Appendix A. Each collections account is uniquely identified by unique combination of Banner number and an individual placement;

   b. receive new accounts transmitted by the ACF and electronically transmit them back to the College in the format described in Appendix C. Contractor must transmit said accounts to the college on the next business day after receipt;

   c. receives accounts newly placed in collection; the ACF generates files with additional payments and/or additional charges as they occur at the college and transmits these files to the Contractor on a daily basis. Please see Appendix C for the required file format.

   d. receive payment or charge data from the College, for accounts already in collections, transmitted to the Contractor by the ACF; Contractor must transmit the data back to the College, in the format described in Appendix C, on the next business day.

   e. when students make payments or process other transactions impacting their account balance with the Contractor, Contractor must transmit the data to the college daily in the format described in Appendix B. Activity on student accounts with the Contractor that
must be transmitted includes, but is not limited to, charges, payments, cancellations and paid in full.

f. in addition to daily transmissions of transactional activity, the collection vendor must transmit an electronic balance file of outstanding accounts and balance information as described in Appendix D.
g. Contractor must also transmit a cancel file for accounts where collection efforts have been exhausted. Please see Appendix E for file format.

5. maintains dedicated IT and functional contact with the System. Any change in the ACF may require IT adjustments by the Contractor to successfully interface with the new processing requirements.

V. Proposal Format

Bidders must provide an executive summary explaining why your firm should be chosen. The proposal must include the following information:

1. Cost structure, including, but not limited to:
   a. schedule of commissions, including all fees and charges;
   b. time period during which account may be pulled back from collections without incurring a commission;
   c. treatment of insufficient funds (NSF) situations;
   d. handling of transactions other than payments – for example, Financial Aid and Waiver transactions;
   e. cost of IT changes required to remain synchronized with the System’s ACF.

2. Contractor’s available test file formats to ensure continued operations from contract inception, including:
   a. Receipt of input files; and
   b. Production of output files.

3. Description of Contractor’s procedures to be followed when changes to the incoming or outgoing files are required.

4. Identity of the customer support team and primary contacts for the Colleges.

**BIDDERS MUST CERTIFY THAT THEIR BID WILL REMAIN VALID FOR A PERIOD OF 120 DAYS FROM THE BID DUE DATE APPEARING IN SECTION VIII. – SUBMISSION OF PROPOSALS, PARAGRAPH 7(d)(2) BELOW.**

VI. Evaluation Criteria

Proposals will be examined by an Evaluating Team using the following criteria. The criteria are not necessarily in the order of importance:

- Vendor Experience;
- References;
- Completeness of proposal and detailed responses to Process Requirements and Contractor Requirements listed in this RFP
- Ability to successfully participate in preliminary testing of the ACF compatibility;
- Ability to securely and timely interface data using ACF;
- Quality and applicability of dedicated Customer and IT Support;
- Complete and detailed costing structure provided in the proposal;
- Ability to fully deliver any and all products and services;
- Ability to fully comply with State of Connecticut contracting requirements including, but not limited to, contract terms and conditions, ethics affidavits, and nondiscrimination certification.

After all bids are examined, the Evaluating Team will accept the bid of the vendor the team determines to be most qualified to provide the products and services outlined in this RFP, at a competitive price and on time.

VII. Competitive Process/Time Frames

The bidding process will be governed by the following time lines:

1. Bidders may e-mail questions concerning the RFP to rchristie@commnet.edu, copy to dginsberg@commnet.edu. The deadline for submission of questions is 3:00 pm, E.D.T., on April 29, 2010.

   Questions, with the answers, will be posted on CCC's web-site (http://www.commnet.edu/finance/rfp.asp) by May 6, 2010. It is the bidder's responsibility to go to the website to retrieve the questions & answers.

2. Proposals are due in the BOT System Office Finance Department by Thursday, May 13, 2010 no later than 11:00 a.m., E.D.T. Any proposals received after this date and time shall be rejected. Please send all proposals to:

   Board of Trustees of Community-Technical Colleges
   Attention: Robert J. Christie
   61 Woodland Street, 2nd floor
   Hartford, CT 06105

3. A public bid opening shall take place on Thursday, May 13, 2010 at 11:30 a.m. in Room 263 at the office of the Board of Trustees of Community-Technical Colleges, 61 Woodland Street, Hartford, CT 06105.

   NOTE: THERE SHALL BE NO DISCUSSION OF ANY PROPOSAL SUBMITTED.

VIII. Submission of Proposals

Proposal submissions are subject to and must comply with the following requirements and conditions:

1. Bid must conform to all instructions and conditions outlined in this RFP.
2. The proposal package must include three recent references for whom the vendor has provided the same products and services included in this proposal.

3. The proposal package must include all forms included as part of the Contract Compliance Regulations that are part of this package. All information required in the forms must be provided. The Contract Proposal is Attachment B and Contract Compliance Regulations are Attachment H.

4. The System is exempt from payment of excise, transportation, and sales taxes imposed by the federal government and/or the state. Such taxes must not be included in the costs.

5. The proposal must be signed by an authorized official, and must provide:
   a. the contractor's name and address;
   b. the name, title and telephone number of a person(s) to contact with questions; and
   c. the name, title and telephone number of the person(s) having authority to negotiate on behalf of the bidder and to contractually bind the bidder.

6. Proposals are binding commitments and may be incorporated into any contract awarded. This RFP may also be made part of an awarded contract.

7. Submission:
   a. Bids must be in the form of a written proposal;
   b. Bidders must submit one original and 4 copies of the proposal, plus one electronic copy on a disc;
   c. Proposals must be submitted in a sealed envelope or package;
   d. the following information must appear on the outside of the envelope or package:
      (1) RFP title and number: Debt Collection Services - # CCC-10-05
      (2) Bid due date and time - Thursday, May 13, 2010, by 11:00 a.m.
      (3) Name and address of the vendor

IX. Terms & Conditions

1. Any contract awarded shall be in full compliance with the statutes and regulations of the State of Connecticut. Any portion of the contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be in compliance.


3. Any and all prices quoted in a proposal shall be valid for a period of 120 days from the due date of the Proposal.

4. Any oral agreement between any agency or employee and a bidder shall be superseded by the written agreement.

5. The System reserves the right to amend or cancel this RFP.

6. The System reserves the right to reject any and all proposals.

7. The System reserves the right to correct any and all inaccuracies due to clerical error in any contract awarded.
8. Bidder warrants that:
   a. bidder did not participate in the RFP development process;
   b. bidder had no knowledge of the contents of this RFP prior to its issuance;
   c. no employee of the bidder participated, in any way, in the preparation of this RFP;
   d. bidder's proposal was not made in connection with any competing vendor submitting a separate response to this RFP;
   e. bidder's proposal is submitted without collusion or fraud of any kind.

9. Bidder shall bear any and all cost incurred in responding to this RFP.

10. Any contract awarded is subject to contract compliance requirements mandated by Section 4a-60 and 46a-68j of the Connecticut General Statutes.

Attachment G – Nondiscrimination Certification must be signed and delivered with your bid.

CCC may require the Contractor to supply the following data to comply with State requirements:
   a. The Contractor's success in implementing an affirmative action plan;
   b. The Contractor's success in developing an apprenticeship program complying with Section 46a-68(a) to 46a-68(k) of the Connecticut General Statutes, inclusive;
   c. The Contractors promise to develop and implement a successful affirmative action plan;
   d. The Contractor's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises, where applicable. (See Section 40-60g – 4a-60j of the Connecticut General Statutes.)

11. Executive Orders of the Governor, State of Connecticut

Contracts for this project are subject to:

- Executive Order No. 3 regarding nondiscrimination promulgated June 16, 1971, and to the guidelines and rules of the State Labor Commissioner implementing said Executive Order;
- Executive Order No. 17, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service;
- Executive Order No. 16, promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy; and
- Executive Order No. 7C, promulgated July 13, 2006 regarding State Contracting.

Said Executive Orders are incorporated herein and made a part of this RFP, as though fully set forth herein.

12. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment F - (SEEC Form 10).
X. Insurance

A Certificate of Insurance ("Certificate"), certifying that the vendor carries Commercial General Liability insurance. An original Certificate shall be submitted to the System prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of $1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker’s Compensation and Employer’s Liability is required and must meet statutory coverage requirements prescribed by the Worker’s Compensation statutes of the State of Connecticut. The Employer’s Liability coverage must provide minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insureds. The coverage shall contain no special limitations on the scope of protection afforded to the System and the State of Connecticut. The vendor shall assume liability for any and all deductibles in any and all insurance policies.

Vendor warrants that he/she will maintain inforce all insurance coverages cited in this Section IX – Insurance, while providing services to the System.

XI. Rights Reserved To the State

The State of Connecticut reserves the right to:

a. award a contract in part;

b. reject any and all proposals, in whole or in part; and

c. to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the State of Connecticut will be served.
Appendix A

File format for new accounts placed in collection; to be transmitted by the college to the Contractor:

**Client #, Last Name, First Name, Address 1, Address 2, City, State, Zip, Phone, SSN, Date of Birth, Unique ID, Type, Placement, semester code, amount, Sequence number**

Where Type = "TUITION"

Appendix B

File format for additional charges and payments for accounts in collection; to be transmitted by the college to the Contractor.

**Client #, SSN, Unique ID, Placement, Semester Code, Payment Date, Payment Amount, Balance, Reason, Sequence number**

**Reason codes:**

<table>
<thead>
<tr>
<th>Reason</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>For payment negative or positive</td>
<td>PMT</td>
</tr>
<tr>
<td>Payment by Financial Aid or Waiver</td>
<td>ADJ</td>
</tr>
</tbody>
</table>
Appendix C

File format for prior day transactional activity occurring at the Contractor and transmitted by the Contractor to the College.

<table>
<thead>
<tr>
<th>Client #, Last Name, First Name, Address 1, Address 2, City, State, Zip, Phone, Unique Id, Placement, Referral Amount, Balance, Date of Placement, Transaction Date, Transaction Amount, Sequence number, Transaction Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transaction Type codes:</td>
</tr>
<tr>
<td>Transaction Type</td>
</tr>
<tr>
<td>Prior day activity sent by CTC Automated Collections</td>
</tr>
<tr>
<td>Payment at Collections Agency where ending balance not zero</td>
</tr>
<tr>
<td>Payment at collections agency where ending balance is zero</td>
</tr>
<tr>
<td>Account marked for cancellation by collections agency</td>
</tr>
<tr>
<td>Bankruptcy</td>
</tr>
</tbody>
</table>

Appendix D

File format for open accounts and balance information:

Client #, Last Name, First Name, Address 1, Address 2, City, State, Zip, Phone, Unique Id, Placement, Referral Amount, Balance

Appendix E

File format for open accounts marked for cancellation:

Client #, Last Name, First Name, Address 1, Address 2, City, State, Zip, Phone, Unique Id, Placement, Referral Amount, Balance, Date of Referral, Last Payment date, Transaction Type

<table>
<thead>
<tr>
<th>Transaction Type codes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transaction Type</td>
</tr>
<tr>
<td>Bankruptcy</td>
</tr>
<tr>
<td>Write-off</td>
</tr>
</tbody>
</table>
Attachment A

PERSONAL SERVICES AGREEMENT
for purchase of services from vendor company or non-employee individual

STATE OF CONNECTICUT
BOARD OF TRUSTEES OF
COMMUNITY-TECHNICAL COLLEGES
61 Woodland Street, Hartford, CT 06105
ACCOUNTS PAYABLE

1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT:
SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO
THE PROVISIONS OF SECTION 4-28 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH ALL TERMS AND CONDITIONS
SET FORTH BELOW AND IN THE BODY OF THE CONTRACT WHICH CONTINUES ON PAGE 2.

CONTRACTOR
CONTRACTOR NAME:

CONTRACTOR ADDRESS:

STATE
CONTRACTING AGENCY
AGENCY NAME AND ADDRESS:
Board of Trustees of Community-Technical Coll
61 Woodland Street, Hartford, CT 06105

REQUIRED NO. OF DAYS
WITTEN NOTICE

AGENCY NO.
CCC76000 / CCCXXX00

DATE (FROM)
THROUGH (TO)

MASTER AGREEMENT

AGENCY FEIN / SSN - SUFFIX

CANCELLATION
CLAUSE
AND DELIVERY OF NOTICE

THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT
PERIOD STATED ABOVE UNLESS CANCELLED BY EITHER PARTY, BY GIVING THE NUMBER OF DAYS' WRITTEN NOTICE
INDICATED AT RIGHT. DELIVERED PERSONALLY OR BY CERTIFIED OR REGISTERED MAIL, TO THE FOLLOWING ADDRESSES:

STATE:

CONTRACTOR:

Attention:

Attention:

COMPLETE DESCRIPTION OF SERVICE
Provide the services as outlined in Section 1, Description of Services, which continues on page 2 of this contract,
in accordance with all terms and conditions of the contract outlined in Section 3, Other Terms and Conditions.

COST AND SCHEDULE OF PAYMENTS
State Contracting Agency agrees to make payment in the amount(s) and in accordance with the schedule contained
in Section 2, Cost and Schedule of Payments, beginning on page X of this contract.
Total contract is not to exceed $______

CONTACT NAMES AND TELEPHONE
CONTRACTOR SHOULD ADDRESS ALL CONTRACT AND PAYMENT QUESTIONS TO THE AGENCY BUSINESS OFFICE AT:

AGENCY SHOULD ADDRESS ALL CONTRACT AND PAYMENT QUESTIONS TO THE CONTRACTOR AT:

FOR INTERNAL USE ONLY

EXPENSE CODING
FISCAL YR(s)
AMOUNT
NOTES

Banner Fund Code:

Banner Org Code:

Banner Account Code:

Banner Program Code:

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

ACCEPTANCES AND APPROVALS
CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) - Attach signature authority resolution
ALSO TYPE OR PRINT FULL NAME

AGENCY (AUTHORIZED OFFICIAL, see Board of Trustees policy)
ALSO TYPE OR PRINT FULL NAME

ATTORNEY GENERAL (APPROVED AS TO FORM) - Contracts over $0,000

STATUTORY AUTHORITY C.G.S. 4a-52a, 10a-151b

TYPE OR PRINT FULL TITLE
DATE SIGNED

Page 1
Contract continues on Page 2
SECTION 1 - DESCRIPTION OF SERVICES

(Insert Detailed Description of Services including any actions required by Contractor or by Contracting State Agency under this agreement.)

SECTION 2 - COST AND SCHEDULE OF PAYMENTS

A. State Liability.
The State of Connecticut, the Board of Trustees of Community-Technical Colleges and the State Contracting Agency ("State" or "College") shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the State Contracting Agency, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

B. Total Contract Not to Exceed.
The COLLEGE shall pay the CONTRACTOR a total sum not to exceed _______ for services performed under this agreement.

C. Invoicing and Payment

(a) The Contractor shall submit invoices in accordance with the schedule below:

(Insert Detailed Description and Schedule of Fee or Other Amounts, Billing Dates, Contractor's Payment Address etc.)

(b) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

(c) Payment shall be made by the College to the Contractor within 30 days after receipt of properly executed and approved invoices.

SECTION 3 - OTHER TERMS AND CONDITIONS

A. Entire Agreement
This contract embodies the entire agreement between the State Contracting Agency (hereinafter "State" or "Contracting Agency") and Contractor, each named on Page 1, 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 contract shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of the contract shall be valid unless reduced to writing, signed by both parties, and where applicable, approved by the Attorney General or his Designee. This contract shall inure to the benefit of each party's heirs, successors, and assigns.

B. Nondisclosure
Contractor shall not release any information concerning the services provided pursuant to the contract 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.

C. 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.

D. Promotion
Unless specifically authorized in writing by the State, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, or of the Board of Trustees of Community-Technical Colleges, or their respective officials, agencies, or employees or the seal of the

CCC PSA
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 or logo of the State of Connecticut or its agencies in any other manner, except only to manufacture and deliver in accordance with this contract 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.

E. Quality Surveillance, Examination of Records and Inspection of Work

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 regarding the services. The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of, and to monitor or evaluate the work being performed by, Contractor or its subcontractors pertaining to work performed under this contract and Contractor shall allow such representatives free access to any and all such books, records, and worksite. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination or inspection, which shall be performed in such a manner as will not unduly disrupt or delay Contractor's work. 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 contract. The Contractor shall retain and maintain accurate records and documents relating to performance of services under this contract 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.

F. 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. If applicable, at the State's request Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this contract, as evidence that such are in full force and effect. Contractor shall act as an independent Contractor in performing this contract, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this contract. Contractor shall perform all services in accordance with its methods, subject to compliance with this contract 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.

G. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this contract. Contractor agrees not to subcontract any of the services to be provided under this contract without the prior written permission of the State. 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 contract. 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 on the same terms as if the services were otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused by 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 representative 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 the Contractor ten (10) days notice to the 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 days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

H. Non-Discrimination

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

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, 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. The contractor further agrees to take affirmative action to assure 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, 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; 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 section 46a-65 or 46a-68 and with each regulation or relevant order issued by said commission pursuant to sections 46a-5, 46a-68 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 and to state that it is an "affirmative action/equal opportunity employer" in accordance with regulations adopted by the commission.

(b) 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.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or interest of voting power is owned by a person or persons that are active in the daily affairs of the enterprise, (2) who are active in the daily affairs of the enterprise, and the management and policies of the enterprise and (3) who are the employees of a minority, as such term is defined in section (a) of section.
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.

(d) 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.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of section A above 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 excepted 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 section 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.

(g) The following subsections are set forth here as required by section 4A-60a of the Connecticut General Statutes:

(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 contractor to its employees 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; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission; and (4) the contractor agrees to provide the Commission with such information requests from 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.

(h) The contractor shall include the provisions of section (g) above 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 excepted 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 section 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.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract. "Contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-130, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

I. 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 the contract. 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 the contract 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.

J. Executive Orders

(a) Executive Order No. 3: Non-Discrimination. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that 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.

(b) Executive Order No. 17: Connecticut State Employment Service Listings. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended
by the Contracting Agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and make 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.

(c) Executive Order No. 16: Violence in the Workplace Prevention Policy. This contract is subject to the provisions of Executive Order No. Sixteen 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. Sixteen. The parties to this contract, as part of the consideration hereof, agree: (1) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined herein. (2) "Weapon" means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. "Dangerous instrument" means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (3) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (4) The Contractor shall adopt the above provisions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules. (5) The Contractor further agrees that any subcontract if entered into in the furtherance of work to be performed under this contract, shall contain provisions (1) through (4) of this section.

(d) Executive Order No. 7C: Integrity in State Contracting. This contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006 and, as such, this contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 7C. The parties to this contract, as part of the consideration hereof, agree: (1) The State Contracting Standards Board ("Board") may review this contract and recommend to the State Contracting Agency, termination of this contract for cause. The State Contracting Agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the State Contracting Agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this sub-section, "for cause" means a violation of the State Ethics Code (Connecticut General Statutes Chapter 10) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in this Contract or State Contracting Agency. (2) For purposes of the section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the state or purchase of a fee simple interest in real estate following transfer of title. (3) Notwithstanding the contract value listed in Connecticut General Statutes (C.G.S.) sections 4-250 and 4-252, and section 8 of Executive Order No. 1, all state contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said sections and section 8 of Executive Order No. 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order No. 1.

K. Laws and Regulations

(a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut.

(b) Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statues, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State or the Board of Trustees of Community-Technical Colleges arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

L. Indemnification

Contractor hereby agrees to indemnify, defend and hold harmless the State, its agencies, 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 contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Contractor or its employees, agents or subcontractors.

M. Insurance

The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the services to be performed so as to "have harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency.

N. Non-Waiver

None of the conditions of this contract 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. 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.
Attachment A

O. Subpoenas
In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat., Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State on page one of this agreement to receive contract questions, 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 so designated for the State on page one of this agreement.

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

Q. Sovereign Immunity
Notwithstanding any provisions to the contrary contained in this contract, 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 contract.

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

S. Assignment
This contract 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 contract shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this contract 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 contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

V. Whistleblowing
This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the 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 subsection (a) of such statute, the 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 this Agreement.

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. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (i) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

W. FERPAP
In performing services pursuant to this Agreement, Contractor shall comply with all applicable Connecticut Community Colleges Policies, federal and state statutes and regulations, including, but not limited to, Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act ("FERPA") in the protection of all Connecticut Community College data.

X. SEC
For all state contracts as defined in P.A. 07-1 as having a value in a calendar year of $20,000 or more or a combination of 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. SEC Form 11 can be found on the following pages.

SEC Form 11

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italics and 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 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 — $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 $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 $5,000 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/sec. 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 charters, 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 charters, 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.
Attachment A

"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 ministerial, 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 handling 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 person 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 committees or as an officer of such committee that is not otherwise prohibited in this section.

Y. Contracting with State Employees or Related Family/Businesses
   Section 1-84 (f) of the Connecticut General Statutes prohibits the College to engage in contracts over $500 with State employees and certain related family or businesses as defined in Sections 1-79 (b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:

C.G.S. 1-84 (f) No public official or state employee or member of the official's, or employee's immediate family, or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

C.G.S. 1-79 (b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five percent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or other vice president or treasurer of such business.

C.G.S. 1-79 (f) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.
# Contract Proposal

## Attachment B

**Please read carefully**

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<th>DATE OF BID OPENING</th>
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**Commodity Class / Subclass and Description**
Standardized Testing Package for the CT Community College Nursing Program Outcomes Assessment

**Direct Questions To:**
Robert J. Christie, Finance Officer
rchristie@commnet.edu

**The Connecticut Community College System**

**REQUEST FOR PROPOSAL**

Pursuant to the provisions of Section 4a-57 and 10a-151b of the General Statutes of Connecticut as amended. SEALED BIDS WILL BE RECEIVED by the Finance Department of Community Technical Colleges’ System Office for furnishing the commodities and/or services herein listed.

## AFFIRMATION OF BIDDER

The undersigned bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the laws of the State of Connecticut and terms and conditions listed herein.
2. That said part of the proposal be accepted in writing by CCC within one hundred and twenty (120) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule. Said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities, and the prices bid, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred and twenty (120) days or and earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder’s acceptance.

## PROPOSAL:

The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/or services to the state agency or agencies named in the proposal at the prices bid therein.

## SIGNATURE WHEN BIDDER IS AN INDIVIDUAL

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## SIGNATURE WHEN BIDDER IS A FIRM

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</tr>
<tr>
<td>TYPE WRITTEN NAME</td>
<td>TELEPHONE NUMBER</td>
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</tbody>
</table>

## SIGNATURE WHEN BIDDER IS A CORPORATION

<table>
<thead>
<tr>
<th>FULL NAME OF CORPORATION</th>
<th>INCORPORATED IN WHAT STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS ADDRESS</td>
<td>STREET</td>
</tr>
<tr>
<td>PRESIDENT</td>
<td>SECRETARY</td>
</tr>
<tr>
<td>WRITTEN SIGNATURE OF CORPORATION OFFICIAL OR PERSON DUTY AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE CORPORATION</td>
<td></td>
</tr>
<tr>
<td>TYPE WRITTEN NAME</td>
<td>TELEPHONE NUMBER</td>
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</tbody>
</table>
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 on each anniversary date of a multi-year contract, if applicable).

CHECK ONE:  □ Initial Certification  □ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

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

1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;

2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual 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) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and

7) "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. §§ 4-252(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, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any Gifts to any Applicable Public Official or State Employee.

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:
STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Lawful Campaign Contributions to Candidates for the General Assembly:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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

Printed Contractor Name ___________________________ Signature of Authorized Official ___________________________

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency ___________________________ Planning Start Date ___________________________

Contract Number or Description ___________________________
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

<table>
<thead>
<tr>
<th>Consultant’s Name and Title</th>
<th>Name of Firm (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>End Date</td>
</tr>
<tr>
<td>Description of Services Provided:</td>
<td></td>
</tr>
</tbody>
</table>

| 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.

<table>
<thead>
<tr>
<th>Printed Name of Bidder or Vendor</th>
<th>Signature of Chief Official or Individual</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Employer ID No. (FEIN) or Social Security Number (SSN)</td>
<td>Printed Name (of above)</td>
<td>Awarding State Agency</td>
</tr>
</tbody>
</table>

Sworn and subscribed before me on this _____ day of __________, 200__.

Commissioner of the Superior Court
or Notary Public
STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

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

CHECK ONE:

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

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

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

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

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


Signature

Date

Printed Name

Title

Firm or Corporation (If applicable)

City

State

Zip

Street Address

Federal Employer ID Number (FEIN) or Social Security Number (SSN)

Awarding State Agency
Attachment F - SEEC Form 10

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 on page 2):

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
Attachment F - SEEC Form 10

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.

Receipt acknowledged:

__________________________ (signature) ________________________ (date)

Print name:

__________________________

Title:

__________________________

Company Name:

__________________________

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. 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
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _______ of __________, an entity

Signatory’s Title
Name of Entity

duly formed and existing under the laws of ________________________________.

Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of ________________________________ and that ________________________________

Name of Entity
Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this ______ day of __________, 20____.

Commissioner of the Superior Court/Notary Public

Commission Expiration Date
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 . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

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

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding 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.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers, and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

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

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

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving 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, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators, and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; cutting workers; inspectors, testers, sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.
3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>White (not of Hispanic Origin)</td>
<td>All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</td>
</tr>
<tr>
<td>Black (not of Hispanic Origin)</td>
<td>All persons having origins in any of the Black racial groups of Africa.</td>
</tr>
<tr>
<td>Hispanic</td>
<td>All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</td>
</tr>
<tr>
<td>Asian or Pacific Islander</td>
<td>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.</td>
</tr>
<tr>
<td>American Indian or Alaskan Native</td>
<td>All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</td>
</tr>
</tbody>
</table>

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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Or Social Security Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Major Business Activity (brief description)</th>
<th>Bidder Identification (response optional/definitions on page 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Bidder is a small contractor: Yes _ No</td>
</tr>
<tr>
<td></td>
<td>- Bidder is a minority business enterprise Yes _ No (If yes, check ownership category)</td>
</tr>
<tr>
<td></td>
<td>Black _ Hispanic _ Asian American _ American Indian/Alaskan Native _ Bering Peninsula _ Individual(s) with a Physical Disability _ Female _</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder Parent Company (If any)</th>
<th>- Bidder is certified as above by State of CT Yes _ No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Other Locations in Ct. (If any)</th>
<th>DAS Certification Number</th>
</tr>
</thead>
</table>

**PART II - Bidder Nondiscrimination Policies and Procedures**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>5. Do you notify the Ct. State Employment Service of all employment openings with your company?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>6. Does your company have a collective bargaining agreement with workers?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>9. Does your company have a mandatory retirement age for all employees?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>Yes _ No _ NA</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>Yes _ No _ NA</td>
<td></td>
</tr>
<tr>
<td>12. Does your company have a written affirmative action Plan?</td>
<td>Yes _ No</td>
<td></td>
</tr>
<tr>
<td>13. Is there a person in your company who is responsible for equal employment opportunity?</td>
<td>Yes _ No</td>
<td></td>
</tr>
</tbody>
</table>

If no, please explain.  
If yes, give name and phone number.  

### Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers?  Yes  No  
   
   1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

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

### Part IV - Bidder Employment Information

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Management</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Business &amp; Financial Ops</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Marketing &amp; Sales</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Legal Occupations</td>
<td></td>
<td></td>
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<tr>
<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
<td></td>
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<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
<td></td>
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<tr>
<td>Construction &amp; Extraction</td>
<td></td>
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</tr>
<tr>
<td>Installation, Maintenance &amp; Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<tr>
<td>Production Occupations</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS ABOVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total One Year Ago</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)*

<table>
<thead>
<tr>
<th>Apprentices</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainees</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walk ins</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Check (X) any of the below listed requirements that you use as a hiring qualification

<table>
<thead>
<tr>
<th>(X)</th>
</tr>
</thead>
</table>

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

---

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 fact, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

<table>
<thead>
<tr>
<th>(Signature)</th>
<th>(Title)</th>
<th>(Date Signed)</th>
<th>(Telephone)</th>
</tr>
</thead>
</table>