

Dear Interested Party:

## **REQUEST FOR PROPOSALS FOR LEGAL SERVICES**

The Connecticut Health Information Technology Exchange (“HITE-CT”), a quasi-public agency created by Public Act 10-117, requests proposals for legal services from law firms with offices in the State of Connecticut. Please be advised that responses will be considered property of HITE-CT and are matters of public record. Responses will become part of any executed engagement letter.

### **SCOPE OF SERVICES**

Counsel will provide consultation, advice and representation as requested by the CEO or the Board of Directors of HITE-CT, with capacity to apply in-depth comprehensive representation in general legal matters and demonstrated experience and record of success.

There is no guarantee of a minimum number of hours.

Initial funding may be limited.

### **ESTIMATED TIME OF PERFORMANCE**

March 01, 2011 through Feb 28, 2013, with an option for renewal for one additional year, subject to funding.

### **EVALUATION CRITERIA**

Firms will be evaluated on the basis of their written responses to this RFP, additional written information as requested by HITE-CT and oral interviews, if any, and the following criteria:

- Demonstrated experience and record of success in providing legal consultation in health information technology, with an emphasis in the field of health data privacy and security. (35%)
- Demonstrated experience and record of success in providing general legal consultation, including government relations, to governmental entities and in particular quasi-public agencies. (25%)
- Fees, including hourly rates, ancillary services, government discount, alternative fee arrangements (25%)
- Equal employment opportunity and affirmative action (5%)
- Connecticut presence (5%)
- Conflicts or potential conflicts (5%)

### **REQUESTED INFORMATION**

All firms must address the following issues and questions:

- 1) Provide a brief description of your firm, its history and experience in the area of health information technology. Describe the nature of your firm’s health data privacy and security work.

- 2) Describe your firm's knowledge of and past experience with governmental agencies and/or quasi-public agencies and your firm's capability regarding government relations.
- 3) Describe any significant changes in the organization of your firm since 2005. Indicate the total number of attorneys and the number of attorneys available to HITE-CT.
- 4) Describe your presence in Connecticut, if any. This may include information on the number of offices your firm maintains in Connecticut, the location of such offices, the number of Connecticut residents employed in those offices, and shall include certification that the firm is current with all applicable state and federal taxes.
- 5) Provide a brief summary of the legal background of any individual lawyers who would be assigned to work with HITE-CT. Please indicate their probable areas of responsibility.
- 6) Provide the hourly rates of the individual lawyers identified above. If your firm has discounted rates for quasi-government agencies, such as HITE-CT, those rates should be identified. Please indicate how long these rates would be effective.
  - a) Identify any fee structures, other than hourly rates, including any value added services that would be acceptable to your firm. Discuss the benefit to HITE-CT of such arrangements and any limitations thereon.
- 7) Provide the rate or range of rates at which ancillary services would be billed, if any, including:
  - a) paralegal assistants (hourly rate)
  - b) word processing (hourly rate)
  - c) copying (per page)
  - d) any other services for which you routinely bill
- 8) Provide, in tabular form, information on the employee composition of your firm indicating the total number of employees and the total number and percentages of minorities and women employed as partners, associates, paralegals.
- 9) Please describe your firm's equal employment opportunity, and affirmative action policy.
- 10) Provide current documentation regarding your firm's professional liability insurance.
- 11) Disclose any material assignments, relationships or other employment that your firm or any employee of your firm has that may create a conflict of interest or the appearance of a conflict of interest in serving as Counsel to HITE-CT. Discuss any measures that are either in place at your firm or would be taken to identify, disclose and resolve any possible conflicts of interest.
- 12) Discuss any pending or threatened investigations by any federal or state investigative or regulatory agency regarding the conduct of your firm, the firm's management or any individuals assigned to work with HITE-CT which might affect your ability to deliver legal services described in this RFP. Discuss any such investigation that has occurred during the past two years. Certify that the firm has not been excluded from Medicare or Medicaid.

13) Provide as references a minimum of three clients for whom your firm has performed similar and substantial services. Please include the name of the person to contact and his or her phone number.

## **SUBMISSION OF RESPONSES**

The following requirements must be observed in the preparation and submission of a proposal:

1. All inquiries should be directed to Marianne Horn at [marianne.horn@ct.gov](mailto:marianne.horn@ct.gov). Firms submitting a proposal should not contact members of the HITE-CT Board of Directors or any of its Committees, or any other staff of the Department of Public Health.
2. The entire proposal must not exceed 10 single-sided pages. (Please use Times New Roman; Font size 12; 1 inch margins)
3. Five (5) copies of your proposal must be delivered to HITE-CT, c/o CT Department of Public Health; MS#13PBA, 410 Capitol Avenue, Hartford, CT 06134 no later than 4:30 P.M. on 02/25/2011. Faxed responses will not be considered.
4. Responses must include a cover letter signed by an individual authorized to enter into an agreement with HITE-CT on behalf of the firm.
5. Selected firms must comply with all state and federal laws applicable to HITE-CT including, but not limited to, ethics requirements, laws, procedures and regulations and must execute HITE-CT statutory provisions, certifications and affidavits attached hereto.

HITE-CT reserves the right to:

- a. Reject any and all proposals received in response to this request or withdraw this request at its sole discretion;
- b. Negotiate the fees contained in any proposal;
- c. Waive or modify any irregularities in proposals received;
- d. Award contracts for legal services in any manner necessary to serve the best interest of HITE-CT and the state of Connecticut, without obligation to accept a proposal based upon the lowest fee schedule; and
- e. Request additional information as determined necessary or request some or all firms responding to make oral presentations.

HITE-CT will designate one or more approved firms. Firms submitting a proposal must be prepared to participate with other firms as HITE-CT determines. Designation of a firm does not guarantee a firm any percentage or other allocation of business from HITE-CT. Each approved firm will execute an engagement letter satisfactory to HITE-CT and will agree that it will comply with the provisions of Connecticut General Statutes applicable to contracts with HITE-CT including, but not limited to,

nondiscrimination and affirmative action provisions. Failure to perform to the satisfaction of HITE-CT will result in revocation of HITE-CT's approval.

HITE-CT will not reimburse for any expenses incurred in connection with this RFP including, but not limited to, the cost of preparing the initial response and any additional information requested or travel expenses relating to an oral presentation.

Thank you for your interest in representing the  
Health Information Technology Exchange of Connecticut.

**The Health Information Technology Exchange of Connecticut is an Affirmative Action/Equal Opportunity Employer.**

## HITE-CT STATUTORY PROVISIONS, AFFIDAVITS AND CERTIFICATIONS

RE: Contract ("Contract") by and between \_\_\_\_\_ ("Contractor") and the Health Information Technology Exchange of Connecticut (HITE-CT).  
Contract Execution Date: \_\_\_\_\_ (MM/DD/YYYY). Date HITE-CT began planning: November 15, 2010.

I, \_\_\_\_\_, \_\_\_\_\_ of the Contractor, an entity duly formed and existing under the laws of \_\_\_\_\_ hereby certify as follows:

**CERTIFICATION RE: CONNECTICUT GENERAL STATUTES §§ 4a-60 AND 4a-60a**  
**Nondiscrimination and Affirmative Action Provisions**  
**CHECK THE REPRESENTATION/CERTIFICATION THAT APPLIES**

**(For contracts valued at less than \$50,000)**

I hereby represent that I am authorized to execute and deliver this representation on behalf of Contractor and that Contractor 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.

**(For contracts valued at \$50,000 or more for any year of the contract)**

**CHOOSE ONE**

I hereby certify that I am over the age of eighteen (18) and understand and appreciate the obligations of an oath, that I am authorized to execute and deliver this affidavit on behalf of Contractor and Contractor has a policy in place and in effect that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

**OR**

I hereby certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the governing body of contractor in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect:

**RESOLVED:** That \_\_\_\_\_, hereby adopts as its policy the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended. In witness whereof, the undersigned has executed this certificate the day and date indicated below.

**OR**

I have reviewed the attached prior resolution. I certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended and the prior resolution remains in full force and effect on the date this documentation is submitted to HITE-CT. (**ATTACH COPY OF PRIOR RESOLUTION**).

Contractor agrees to comply with §4a-60 and §4a-60a as amended and Civil Rights Acts of 1964 and 1968 and Executive Orders relating thereto, as applicable.

**(FOR EXECUTION BY HITE-CT WHERE CONTRACTOR SUPPLIES PRIOR RESOLUTION REGARDING NONDISCRIMINATION)**

I, \_\_\_\_\_ the undersigned head of HITE-CT, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

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Signature

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Date

**NOTICE RE: CONNECTICUT GENERAL STATUTES § 31-57b**  
**Occupational Health and Safety Act Compliance**

Contractor is not in violation of, is in compliance with and will remain in compliance with Connecticut General Statutes § 31-57b.

**CERTIFICATION REGARDING CONNECTICUT GENERAL STATUTES § 4-250**  
**Gift and Campaign Contribution Certification**  
**(For contracts valued at \$50,000 or more in a calendar or fiscal year)**

Contractor hereby swears as true to the best knowledge and belief of the person signing below

- (1) That no gifts were made between the date HITE-CT began planning the project, services, procurement, lease or licensing arrangement covered by the Contract and the date of execution of the Contract (as stated above), by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participated substantially in preparing the bid or proposal or the negotiation of the Contract, or (C) any agent of the Contractor or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the Contract to (i) any public official or state employee of HITE-CT soliciting bids or proposals for the Contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the Contract or the negotiation or award of the Contract, or (ii) any public official or state employee of any other state agency who has supervisory or appointing authority over HITE-CT;
- (2) That no such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
- (3) That the Contractor made the bid or proposal without fraud or collusion with any person. **Any bidder or proposer that does not make the certifications required under (1) through (3) above shall be disqualified and HITE-CT shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.**
- (4) Contractor further swears and attests that the following are all contributions made by principals and key personnel of the Contractor to campaigns of candidates for state-wide public office or the General Assembly of the State of Connecticut:

Name of Candidate	Contributor	Amount of Contribution	Date of Contribution
Name of Candidate	Contributor Attach additional pages as required	Amount of Contribution	Date of Contribution

Contractor agrees to update this affidavit on an annual basis.

**AFFIDAVIT AND CERTIFICATION REGARDING CONNECTICUT GENERAL STATUTES § 4a-81**  
**Consultant Affidavit**  
**(for contracts valued at \$50,000 or more in any calendar or fiscal year)**

Contractor hereby swears and attests as true to the best knowledge and belief of the person signing below that no consulting agreement as defined in Connecticut General Statutes § 4a-81 has been entered into in connection with the Contract, except as follows:

- (1) For each consultant, list the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, indicate his or her former agency and the date such employment terminated.

(2) Contractor hereby agrees to amend this affidavit whenever any new consulting agreement is entered into during the term of the Contract. Failure to comply will result in disqualification.

Contractor hereby acknowledges receipt of:

SEEC Form 10, Notice of Connecticut General Statutes § 9-612(g)(2)  
Connecticut General Statutes § 4-61dd regarding Whistleblowing

Subscribed and sworn to subject to the penalties of false statement, Connecticut General Statutes § 53a-157b.

Contractor Name \_\_\_\_\_ Signature of Authorized Official \_\_\_\_\_

Federal Employee ID Number or Social Security Number \_\_\_\_\_ Printed Name of Authorized Official \_\_\_\_\_

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public/ Commissioner of the Superior Court

## **PUBLIC ACT 09-158 – AN ACT CONCERNING CERTAIN STATE CONTRACTING NONDISCRIMINATION REQUIREMENTS.**

**Section 4a-60.** (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and
- (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
  - (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) (1) Prior to entering into a contract valued at less than fifty thousand dollars for each year of the contract, the contractor shall provide the state or such political subdivision of the state with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.  
(2) Prior to entering into a contract valued at fifty thousand dollars or more for any year of the contract, such contractor shall provide the state or such political subdivision of the state with anyone of the following:
    - (A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;
    - (B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(d) For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor, "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 section 1-120, (3) any other state, as defined in section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in subparagraph (1),(2),(3),(4) or (5) of this subsection.

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

(f) 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.

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

(h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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.

**Section 4a-60a.** (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or

workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
- (4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56
  - (b) (1) Prior to entering into a contract valued at less than fifty thousand dollars for each year of the contract, the contractor shall provide the state or such political subdivision of the state with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (l) of subsection (a) of this section.
  - (2) Prior to entering into a contract valued at fifty thousand dollars or more for any year of the contract, such contractor shall provide the state or such political subdivision of the state with any of the following:
    - (A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;
    - (B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or
    - (C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.
- (3) For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor. For the purposes of this section, "contract" does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, (B) a quasi-public agency, as defined in section I-120, (C) any other state, as defined in section 1-267, (D) the federal government, (E) a foreign government, or (F) an agency of a subdivision, agency, state or government described in subparagraph (A),(B),(C),(D) or (E) of this subdivision.
  - (c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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.

**Section 31-57b. Awarding of contracts to occupational safety and health law violators prohibited.** No contract shall be awarded by the state or any of its political subdivisions to any person or firm or any firm, corporation, partnership or association in which such persons or firms have an interest (1) which has been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid,

provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty of not less than five hundred dollars nor more than five thousand dollars and shall be disqualified from bidding on or participating in a contract with the state or any of its political subdivisions for five years from the date of the final determination that the information is false. Any political subdivision or any state agency receiving false information pursuant to this section shall notify the Commissioner of Administrative Services and, upon receipt of such notice, the commissioner shall conduct a hearing in accordance with the provisions of chapter 54. Upon a determination that false information was provided, the commissioner shall impose a civil penalty in accordance with the provisions of this section. Such civil penalty shall be paid to the Treasurer or to an official of the political subdivision, as the case may be. Any civil penalty imposed pursuant to this section may be collected in a civil proceeding by any official of a political subdivision authorized to institute civil actions or, in the case of the state, by the attorney general, upon complaint of the Commissioner of Administrative Services.



**STATE OF CONNECTICUT  
STATE ELECTIONS ENFORCEMENT COMMISSION  
20 Trinity Street Hartford, Connecticut 06106—1628**

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**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 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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban"

Definitions:

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

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building

or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

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

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

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

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

**§ 4-61dd. Whistleblowing. Disclosure of information to Auditors of Public Accounts. Investigation by Attorney General. Proceedings re alleged retaliatory personnel actions. Report to General Assembly. Large state contractors.**

(a) Any person having knowledge of any matter involving corruption, unethical practices, violation of state laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to the public safety occurring in any state department or agency or any quasi-public agency, as defined in section 1-120, or any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in such person's possession concerning such matter to the Auditors of Public Accounts. The Auditors of Public Accounts shall review such matter and report their findings and any recommendations to the Attorney General. Upon receiving such a report, the Attorney General shall make such investigation as the Attorney General deems proper regarding such report and any other information that may be reasonably derived from such report. Prior to conducting an investigation of any information that may be reasonably derived from such report, the Attorney General shall consult with the Auditors of Public Accounts concerning the relationship of such additional information to the report that has been issued pursuant to this subsection. Any such subsequent investigation deemed appropriate by the Attorney General shall only be conducted with the concurrence and assistance of the Auditors of Public Accounts. At the request of the Attorney General or on their own initiative, the auditors shall assist in the investigation. The Attorney General shall have power to summon witnesses, require the production of any necessary books, papers or other documents and administer oaths to witnesses, where necessary, for the purpose of an investigation pursuant to this section or for the purpose of investigating a suspected violation of subsection (a) of section 17b-301b until such time as the Attorney General files a civil action pursuant to section 17b-301g. Upon the conclusion of the investigation, the Attorney General shall where necessary, report any findings to the Governor, or in matters involving criminal activity, to the Chief State's Attorney. In addition to the exempt records provision of section 1-210, the Auditors of Public Accounts and the Attorney General shall not, after receipt of any information from a person under the provisions of this section or sections 17b-301c to 17b-301g, inclusive, disclose the identity of such person without such person's consent unless the Auditors of Public Accounts or the Attorney General determines that such disclosure is unavoidable, and may withhold records of such investigation, during the pendency of the investigation.

(b) (1) No state officer or employee, as defined in section 4-141 no quasi-public agency officer or employee, no officer or employee of a large state contractor and no appointing authority shall take or threaten to take any personnel action against any state or quasi-public agency employee or any employee of a large state contractor in retaliation for such employee's or contractor's disclosure of information to (A) an employee of the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of this section; (B) an employee of the state agency or quasi-public agency where such state officer or employee is employed; (C) an employee of a state agency pursuant to a mandated reporter statute or pursuant to subsection (b) of section 17a-28; or (D) in the case of a large state contractor, an employee of the contracting state agency concerning information involving the large state contract.

(2) If a state or quasi-public agency employee or an employee of a large state contractor alleges that a personnel action has been threatened or taken in violation of subdivision (1) of this subsection, the employee may notify the Attorney General, who shall investigate pursuant to subsection (a) of this section.

(3) (A) Not later than thirty days after learning of the specific incident giving rise to a claim that a personnel action has been threatened or has occurred in violation of subdivision (1) of this subsection, a state or quasi-public agency employee, an employee of a large state contractor or the employee's attorney may file a complaint concerning such personnel action with the Chief Human Rights Referee designated under section 46a-57. The Chief Human Rights Referee shall assign the complaint to a human rights referee appointed under section 46a-57, who shall conduct a hearing and issue a decision concerning whether the officer or employee taking or threatening to take the personnel action violated any provision of this section. If the human rights referee finds such a violation, the referee may award the aggrieved employee reinstatement to the employee's former position, back pay and reestablishment of any employee benefits for which the employee would otherwise have been eligible if such violation had not occurred, reasonable attorneys' fees, and any other damages. For the purposes of this subsection, such human rights referee shall act as an independent hearing officer. The decision of a human rights referee under this subsection may be appealed by any person who was a party at such hearing, in accordance with the provisions of section 4-183.

(B) The Chief Human Rights Referee shall adopt regulations, in accordance with the provisions of chapter 54, establishing the procedure for filing complaints and noticing and conducting hearings under subparagraph (A) of this subdivision.

(4) As an alternative to the provisions of subdivisions (2) and (3) of this subsection: (A) A state or quasi-public agency employee who alleges that a personnel action has been threatened or taken may file an appeal not later than thirty days after learning of the specific incident giving rise to such claim with the Employees' Review Board under section 5-202, or, in the case of a state or quasi-public agency employee covered by a collective bargaining contract, in accordance with the procedure provided by such contract; or (B) an employee of a large state contractor alleging that such action has been threatened or taken may, after exhausting all available administrative remedies, bring a civil action in accordance with the provisions of subsection (c) of section 31-51m.

(5) In any proceeding under subdivision (2), (3) or (4) of this subsection concerning a personnel action taken or threatened against any state or quasi-public agency employee or any employee of a large state contractor, which personnel action occurs not later than one year after the employee first transmits facts and information concerning a matter under subsection (a) of this section to the Auditors of Public Accounts or the Attorney General, there shall be a rebuttable presumption that the personnel action is in retaliation for the action taken by the employee under subsection (a) of this section.

(6) If a state officer or employee, as defined in section 4-141, a quasi-public agency officer or employee, an officer or employee of a large state contractor or an appointing authority takes or threatens to take any action to impede, fail to renew or cancel a contract between a state agency and a large state contractor, or between a large state contractor and its subcontractor, in retaliation for the disclosure of information pursuant to subsection (a) of this section to any agency listed in subdivision (1) of this subsection, such affected agency, contractor or subcontractor may, not later than ninety days after learning of such action, threat or failure to renew, bring a civil action in the superior court for the judicial district of Hartford to recover damages, attorney's fees and costs.

(c) Any employee of a state or quasi-public agency or large state contractor, who is found to have knowingly and maliciously made false charges under subsection (a) of this section, shall be subject to disciplinary action by such employee's appointing authority up to and including dismissal. In the case of a state or quasi-public agency employee, such action shall be subject to appeal to the Employees' Review Board in accordance with section 5-202, or in the case of state or quasi-public agency employees included in collective bargaining contracts, the procedure provided by such contracts.

(d) On or before September first, annually, the Auditors of Public Accounts shall submit to the clerk of each house of the General Assembly a report indicating the number of matters for which facts and information were transmitted to the auditors pursuant to this section during the preceding state fiscal year and the disposition of each such matter.

(e) Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the 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 this section, 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 the contract. 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 executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

(f) Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

(g) No person who, in good faith, discloses information to the Auditors of Public Accounts or the Attorney General in accordance with this section shall be liable for any civil damages resulting from such good faith disclosure.

(h) As used in this section:

(1) "Large state contract" means a contract between an entity and a state or quasi-public agency, having a value of five million dollars or more; and

(2) "Large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.