Responses to Vendor's Queries RFP State Agency Energy Database March 28, 2008

1.) In the last paragraph under the "Database Structure" heading, it states that "Any restructured, modified or completely new database product, or any related code shall be the sole and exclusive property of the State of CT." As an outsourcing solution, our policy is that we would maintain ownership of the software, hardware and database, and that the State of CT would own the actual data entered. Would this be an issue?

A. Yes it would be an issue.

All data collected, maintained or developed shall be the property of the State of Connecticut and such data shall reside in the State of Connecticut's data center.

If the contractor develops application software that is solely for the State of Connecticut and in response to this RFP then all source code and object code shall be the property of the State of Connecticut. The State's ownership rights include the right to copy, use, disclose, publish, create derivative works from or duplicate such code in any manner and for any State purposes without compensation to or approval by the contractor.

If the contractor is proposing to use existing or proprietary software, then the contractor shall grant to the State of Connecticut a limited, non-exclusive and royalty-free sublicense to use the software at designated work stations so that State of Connecticut employees can access the data from their offices. Where modifications are made by the contractor to their existing product(s) for the purpose of meeting the requirements of this RFP, then the State of Connecticut would expect to own the State specific modifications thereto so that the State of Connecticut will have a viable working application system at the end of the contract. A modification for the purposes of this response and any future State contract must be a discreet and identifiable section of programming code which is not embedded in contractor's proprietary software or third party software as to be inseparable or indistinguishable. The State's ownership rights include the right to copy, use or create derivative works for use within the State for State purposes without compensation to or approval by the contractor of any modification owned by the State. Any other use of the Connecticut specific system proposed by either party will require agreement by both parties.

2.) Throughout the RFP, it talks about utilities bills being entered into the database. Do you only want utility bills entered, or would you like to see an option for bills being entered and paid?

- A. The purpose of this RFP is to develop a system for monitoring and subsequently controlling energy costs for state buildings. Consequently, the state is only interested in seeing invoices entered into the energy database after payment.
- 3.) Would the State please clarify all account types that make up "Energy'? Does the State anticipate collecting data for non-energy utilities such as water and sewer and trash and recycling?
- A. At present the state does not anticipate collecting data for non-energy utilities such as those mentioned. We collect information on electricity, natural gas, #2 oil, #4 oil, #6 oil, propane, kerosene, diesel, chilled water, hot water and steam. Gasoline is under consideration as are other bio-fuels and renewable energy sources.
- 4.) The RFP specifies either a Fee Based Cost Proposal or a Performance Base Cost Proposal. Would you entertain alternative proposals such as a hybrid of the two options?
- A. Yes, we would. However, please make sure that the cost proposal is adequately identified as such in the Cost Proposal Form in Section 6 of the RFP.
- 5.) Does the State have a pre-determined method for data collection (ex: pre or post payment) or are you open to vendor recommendations?
- A. Since the use of the energy invoices for a data collection effort is secondary to the invoices primary purpose, payment, the state would prefer post payment.
- 6.) Would the State of Connecticut entertain a solution that included a Prepayment Bill Processing option with bill payment support or is the State only willing to consider a post-payment solution?
- A. Based upon the preceding answers, the state strongly prefers a post-payment entry solution.
- 7.) When providing data entry for a post-payment processing solution, where specifically would a potential provider pick up copies of the bills? In addition, how often would bill copies be available for pickup?
- A. Monthly at the Office of Policy and Management. The various state agencies receive their invoices by mail, pay them, make copies and forward the copies to OPM. OPM logs the submission and stages the paid invoices for transfer to the data entry contractor.
- 8.) In order to allow us to provide the best pricing proposal and solution offering, we would like to obtain more information as follows:

Total annual dollars spent for each Utility category (if possible, please provide for energy and all utilities, including water, sewer, etc.)

A. As follows:

```
Electricity - $73,220,251
Natural Gas/Propane - $44, 478,069
Oil - $8,262,124
```

9.) The approximate number of accounts for each type of Utility category (please provide all utilities, including water, sewer, etc.)

A. As follows; these are enabled in the current database, but please see the answer to question #3 above:

```
#2 Oil – 441

#6 Oil – 1

Chilled Water – 1

Diesel – 70

Electricity – 3581

Kerosene – 4

Natural Gas – 1569

Propane – 150
```

- 10.) When was the last time the State conducted a utility audit? If the State had any type of utility audit performed in the last 5 years, when and on which accounts?
- A. The last comprehensive audit was eight years ago.

Energy Sources

- 11.). What types of energy are used in State facilities (e.g., electricity, natural gas, fuel oil by grade, coal, etc)?
- A. See answer above to questions # 9 and #3 above.
- 12.) Who supplies this energy? Please provide a list of vendors.
- A. As follows:

All Gas & Equipment Amerada Hess Americas Propane Automatic TLC Baribault Oil

Buckley Energy Group

Connecticut Light & Power

Connecticut Natural Gas

Dime Oil

Direct Energy (Yankee Gas)

Direct Energy (Connecticut Natural Gas)

Direct Energy (Southern Connecticut Gas)

E. Osterman Gas Service

East River

Groton (Town of)

Hocon Gas

Jewett City

Leahys

Leahys Propane

Leahys Propane Gas

Norbert E. Mitchell

Norwich (City of)

Paraco Gas

Southern Connecticut Gas

South Norwalk Electric

Spicer Gas

Ten

United Illuminating

Viking Fuel

Yankee Gas

State Buildings

13.) How many buildings are involved?

A. A total of 3795. Please note that this includes <u>all</u> state structures including such structures as bus shelters and rest rooms in state parks. For instance, there are approximately 1100 state buildings that encompass 700 square feet or less.

Energy Invoices

14.) How are energy invoices sent to (or retrieved by) the State (e.g., FTP, e-mail, EDI value-added network, etc.)? Please list the method(s) used – by vendor.

A. Invoices are mailed by the vendor to the cognizant state agencies where they are entered into the state accounting system, paid, copied and forwarded to OPM. The invoices are forwarded to OPM by interoffice mail, regular mail or state courier.

15.) In what form(s) are vendors <u>currently</u> providing invoices to the State (e.g., paper, fax, spreadsheet, EDI, XML, etc.)? Please be specific – by vendor. For example, if

some invoices are in spreadsheet form, please indicate the software application typically used to open the spreadsheet (e.g., Microsoft Excel, Sun OpenOffice, etc.).

A. All are in paper form

16.) For those invoices not currently being received in XML format, which vendors have the ability of providing invoices in this format?

A. This is unknown

17.) For those invoices not currently being received in EDI format, which vendors have the capability of providing invoices in this format?

A. This is also unknown. However, the state is unlikely to accept an EDI format at this time.

18.) How is invoice data extracted from invoices and loaded into the energy information database (e.g., manually keyed, automated process, etc.)? Please be specific – by invoice format.

A. Manually keyed. A single format with selected fields being used depending upon the type of energy. Please see Exhibit A.

19.) For manually-keyed invoices, which application(s) are used for data entry?

A. The edit and validation rules for ACCESS are utilized in the data entry protocol. The output is in table format and is appended to the energy usage table in the database.

- 20.) Whether manual or automated, how frequently are invoices "processed" (e.g., daily, weekly, monthly)?
- A. Currently, keying is performed daily. Pick-up from OPM and updates to the database performed by OPM are performed as data is available, but at least monthly.
- 21.) Is invoice processing centralized or distributed?

A. Payment processing is distributed to the cognizant agencies, but that is not the primary concern of this RFP. Processing of energy invoices to gather cost and usage information is centralized at OPM and its data entry contractor.

22.) What business rules, if any, are currently applied while processing invoice data?

A. For energy reporting purposes, appropriate rules are found in the edit and validation rules for the appropriate tables. In addition, a data entry guide is attached as "EXHIBIT A"

- 23.) Is invoice data currently "cleaned" in any way?
- A. Cleaning is minimal. Estimated and actual usages are noted as such. See EXHIBIT A.
- 24.) Are previous invoices (specifically for multi-building/multi-meter accounts) available for the past 3 years?
- A. Yes. However, an account will only have one meter/delivery point despite the number of buildings serviced. To a great extent, these will be found in the database, but if they are not, hard-copies will be made available.

Building Database

- 25.) What type and version is this database (e.g., SQL Server 2005, Oracle 10g, etc.)?
- A. ACCESS 2000.
- 26.) Please provide an entity relationship diagram for the database.
- A. Please see "EXHIBIT B" which is the column heading row from an EXCEL spreadsheet and contains all of the data element names. This database is only for reference. Potential vendors should not consider any revisions to this database. Data may be extracted from the building database and entered into the agency energy database.
- 27.) Are the fields in this database complete and accurate for all State buildings?
- A. Accuracy and completeness is less than 100%.
- 28.) How frequently are records updated?
- A. Quarterly.
- 29.) Are records time stamped when updated?
- A. Yes
- 30.) Is updating centralized or distributed?
- A. Centralized, based on data submitted from state agencies.
- 31.) What data verification/data cleansing, if any, is done on the data in this database? A. Minimal.

Energy Information Database

- 32.) What type and version is this database (e.g., SQL Server 2005, Oracle 10g, etc.)?
- A. ACCESS 2000 on a SQL Server
- 33.) Please provide an entity relationship diagram for the database.
- A. See EXHIBIT C. This is the database under consideration for revision or replacement.

<u>RFP</u>

- 34.) .Please define "modifiable model" as used in paragraph 3 under Scope of Services.
- A. In this context, models are applicable to state buildings. The state views models as equations where the factors in the equation correspond to the characteristics of a building. Items such as age, construction type, schedule of operation, cubic size, number of occupants, etc. should be easy to change by state personnel for each building under consideration. Thus, the state would be able to produce "pro-forma" energy usage statements for energy saving projects where one or more of the characteristics of a building is under consideration for change.
- 35.) Please define "Baseline Reporting" as used in the third bullet on page 3 of the RFP.
- A. Baseline reporting would be the energy usage, greenhouse gas emissions or other factor that a proposed project was designed to affect. It is the "before" situation and will be used to compare with the "after" so that the benefit of a project can be determined.
- 36.) Who will use this system? How many people will use the system, and are they all in one physical facility?
- A. About ten state personnel who are located in the OPM office.
- 37.) What technologies are used by the existing energy information database, including: database, programming environment, and reporting tools? Are there any other systems that interface with this existing energy information database?
- A. ACCESS 2000 on a SQL server. There are no other system interfaces.
- 38.) How many buildings will require site visits?

A. This is unknown, but establishing a dialogue with energy vendor personnel and site facilities managers will tend to allow us to make "campus" visits rather than individual building visits. The state envisions that a good portion of this work can be done by phone and e-mail.

39.) Do you have any thoughts about how much detail needs to be captured for each invoice? Are you envisioning entry of total invoice amounts or individual invoice line items (peak vs. non-peak, demand vs. consumption, etc.)

A. Yes we do, please see EXHIBIT A and EXHIBIT C. These describe the current situation and could be considered as a minimum.

40.) Should the proposal include hardware costs, database licensing costs, and ongoing server/database maintenance costs (security management, disaster recovery, power, cooling, network access, etc.)?

A. If the vendor proposes to perform data entry functions on their own equipment, these costs should be considered, but they do not have to be enumerated. Those functions dealing with the operation of the database, generation of reports and modeling will be done on state equipment at state facilities. These costs are internal to the project and do not concern the potential vendor.

41.) What is your anticipated budget for this effort?

A. You will help us determine this.

42.) Can we come take a look at the existing energy information database?

A. Please see "Exhibit C".

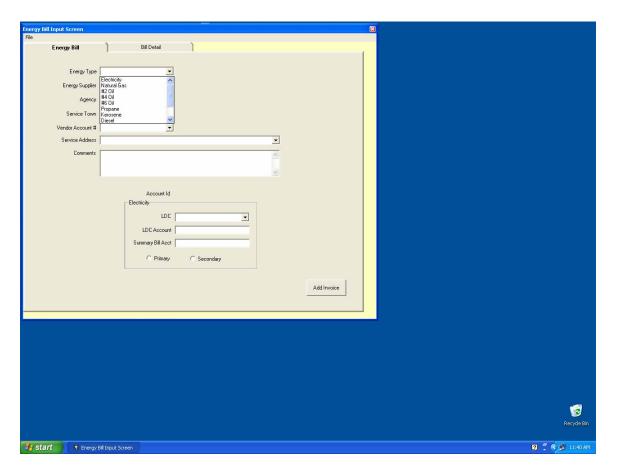
Exhibit A

Energy Bill Data Input Screen

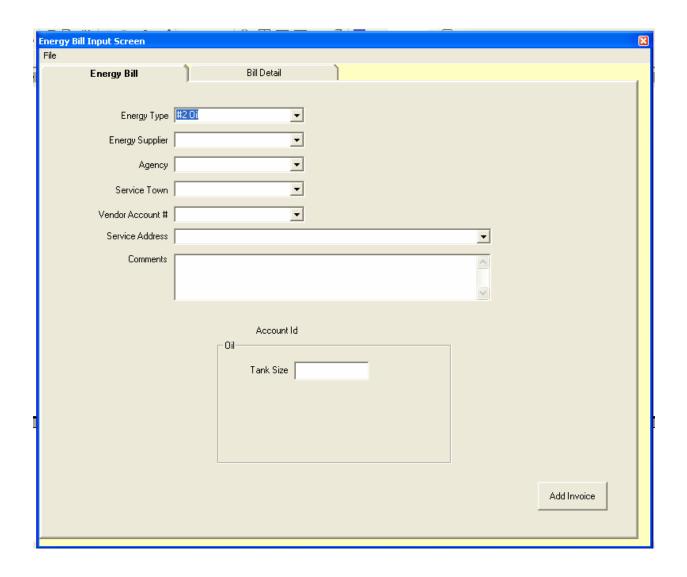
Note that the opening screen for each commodity, i.e., electricity, natural gas, or the fuel oils, differs in the lower (Account Id) section. See opening screens on pages 2, 5 & 14

NO DATA ENTRY IS TO OCCUR IN THE ACCOUNT ID SECTION. THIS SECTION IS FOR REVIEW AND CONFIRMATION ONLY.

SELECT ENERGY TYPE

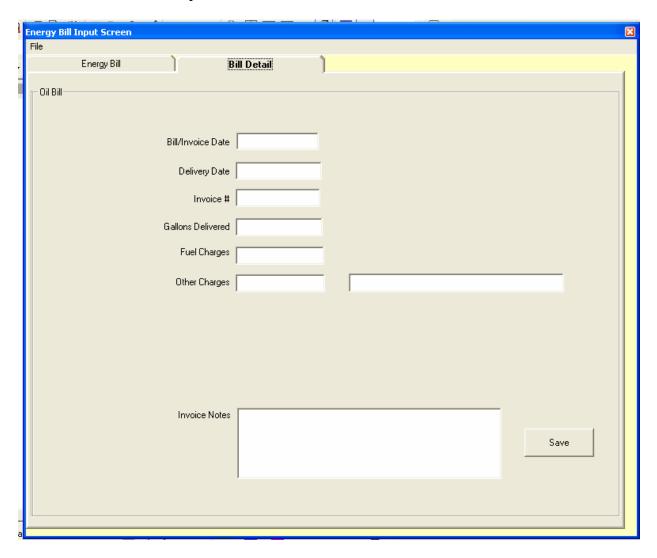


NO DATA ENTRY IS TO OCCUR IN THE ACCOUNT ID SECTION. THIS SECTION IS FOR REVIEW AND CONFIRMATION ONLY. This page is for Oil Products



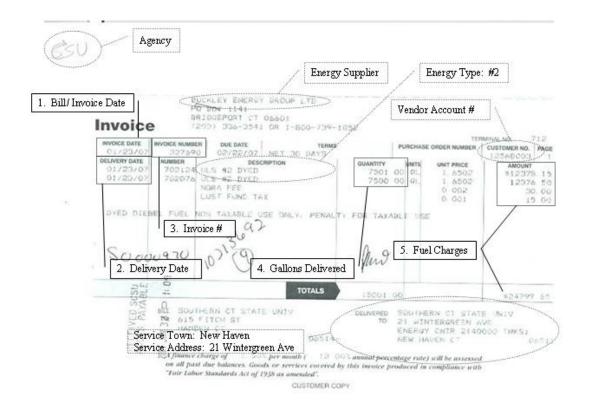
Fuel Oils: #2, #4, #6, Propane, Kerosene, Diesel

Bill Detail/Invoice Data Input Screen:

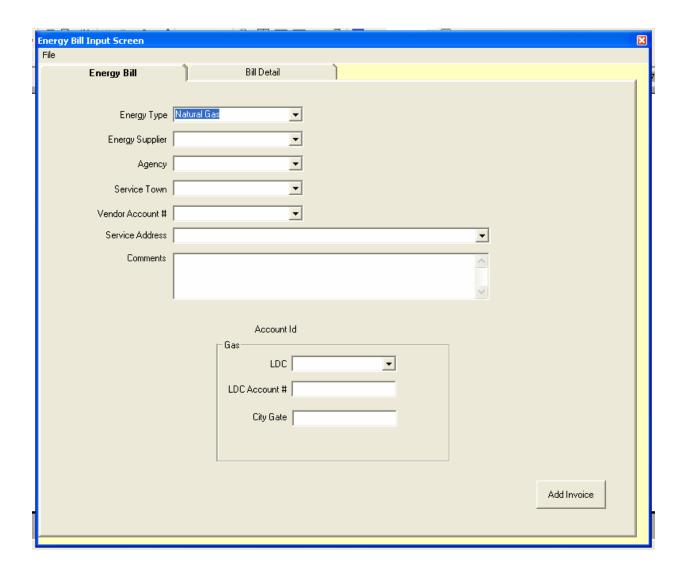


Buckley Energy Group - Sample Invoice for #2 fuel oil

Note that this particular invoice is for two (2) deliveries, i.e., the #2 fuel oil was supplied to two different tanks at the same location on the same day. Two distinct entries, therefore, must be made for this one invoice; one for 7501 gallons and one for 7500 gallons.

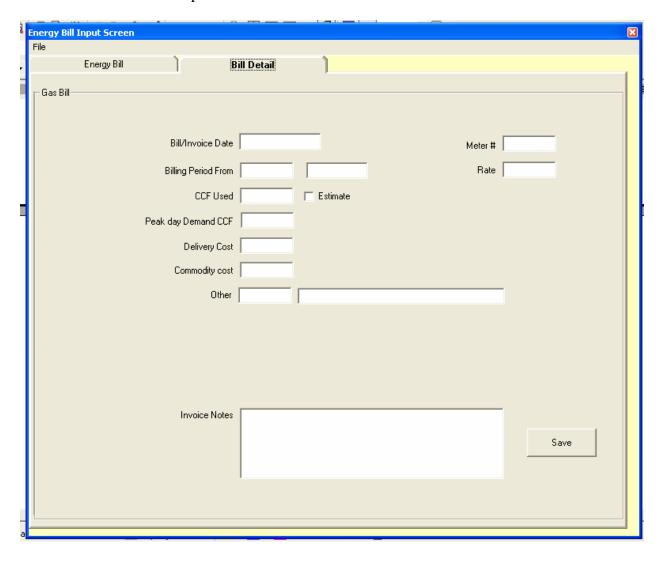


NO DATA ENTRY IS TO OCCUR IN THE ACCOUNT ID SECTION. THIS SECTION IS FOR REVIEW AND CONFIRMATION ONLY. This page is for Natural Gas

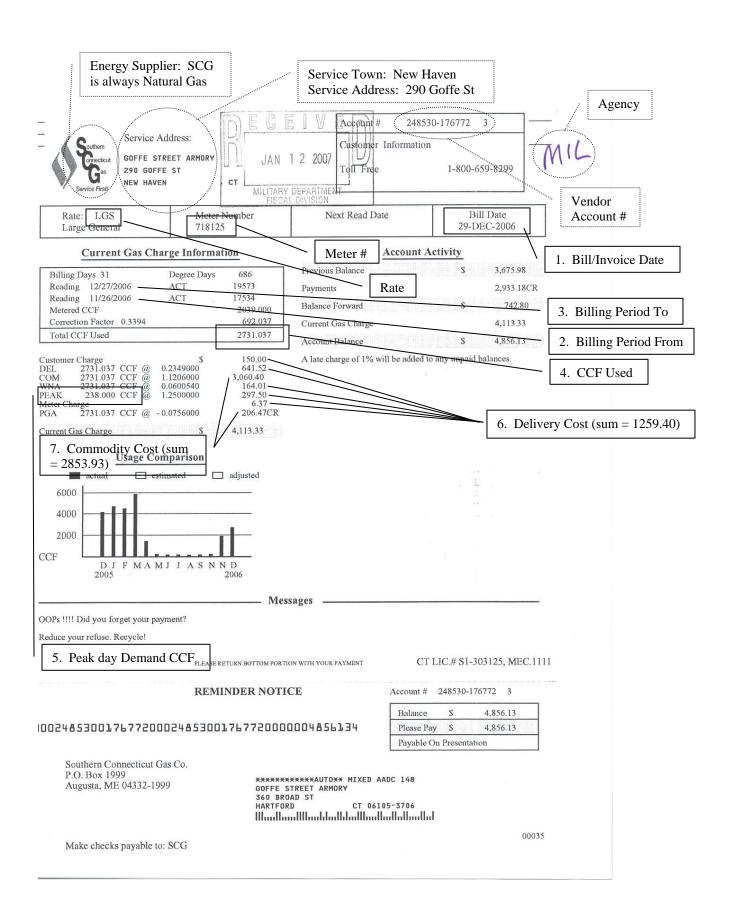


Natural Gas

Bill Detail/Invoice Data Input Screen:

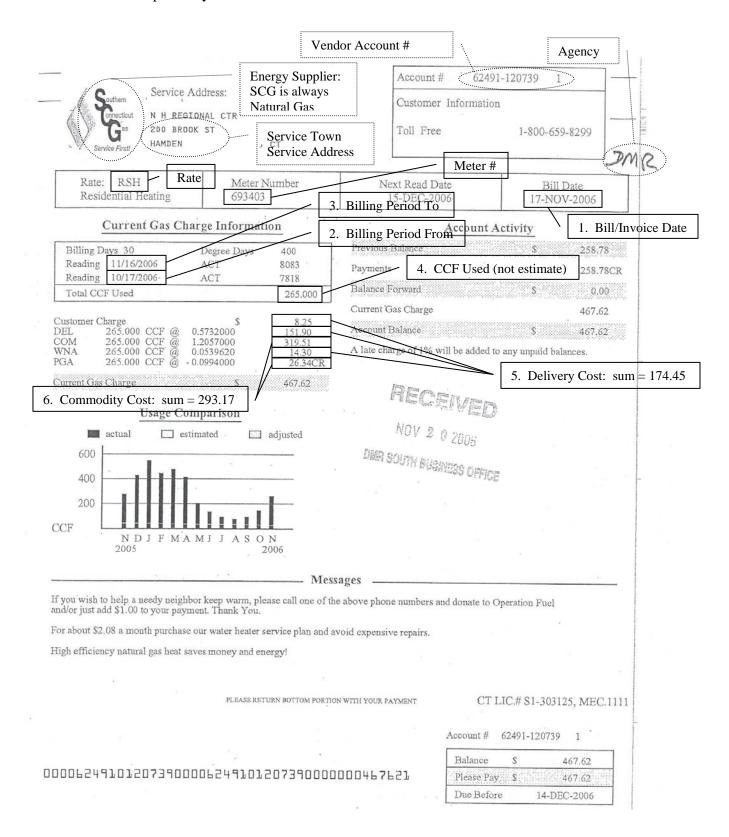


SCG (Southern Connecticut Gas) – Sample Invoice for Natural Gas



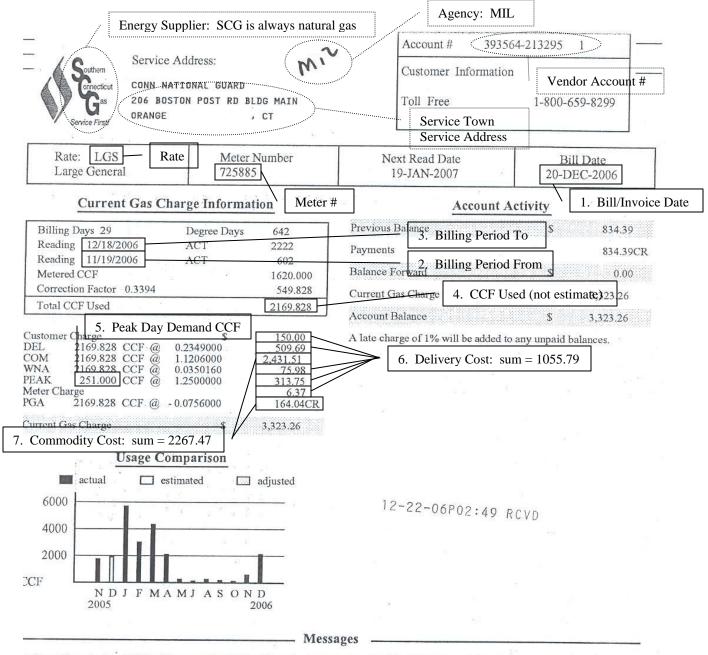
SCG (Southern Connecticut Gas) – Sample Invoice for Natural Gas

This invoice has no peak day demand.



SCG (Southern Connecticut Gas) - Sample Invoice for Natural Gas

This invoice has peak day demand.



isting of the salaries of SCG officers can be obtained from the Department of Public Utility Control by calling -800-382-4586

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

CT LIC.# S1-303125, MEC.1111

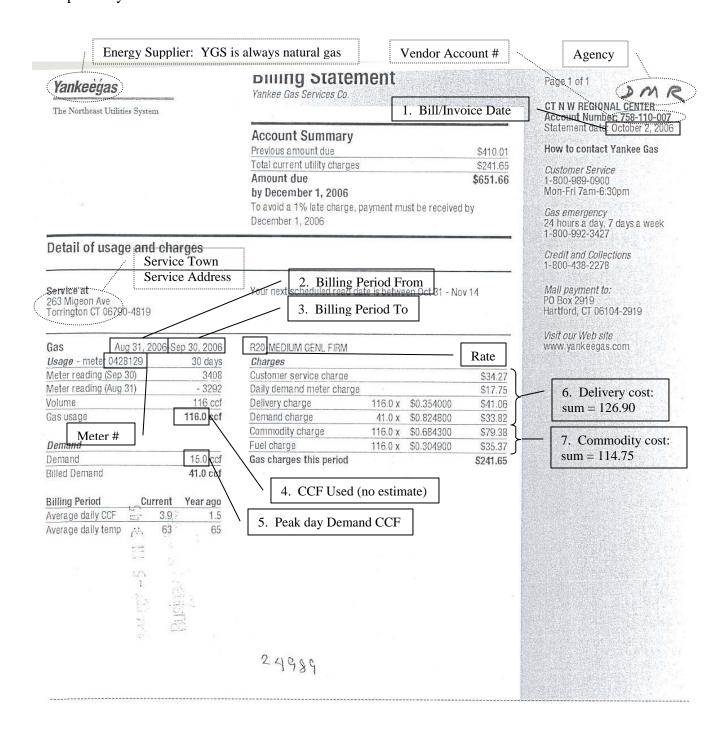
10393564021329500039356402132950000003323268

Balance	\$	3,323.26
Please Pay	\$	3,323.26
Due Before	3	18-JAN-2007

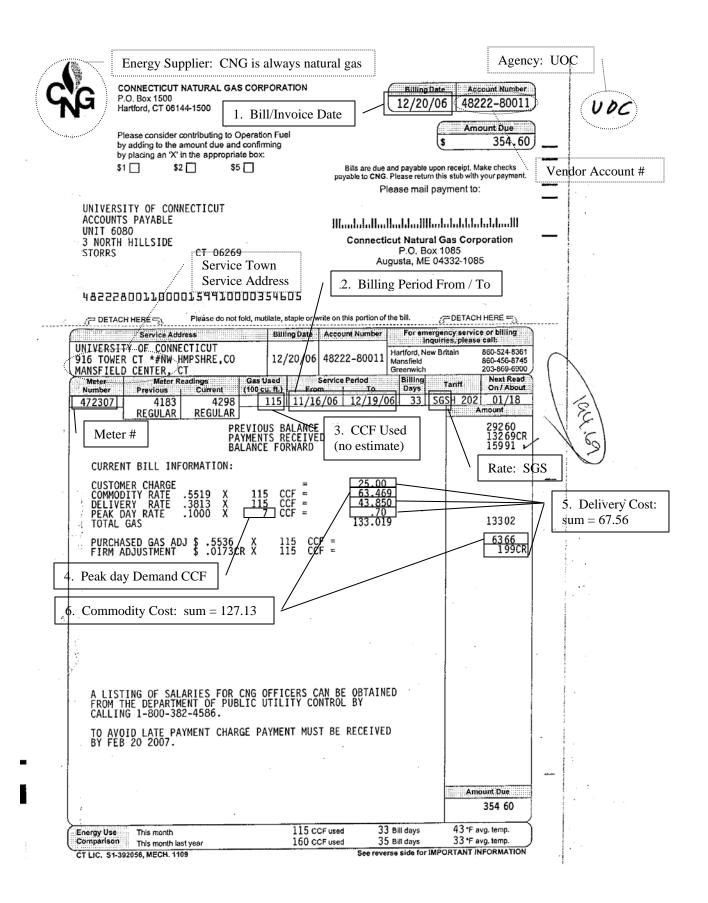
Account # 393564-213295 1

YGS (Yankee Gas Service) – Sample Invoice for Natural Gas

Note peak day demand.

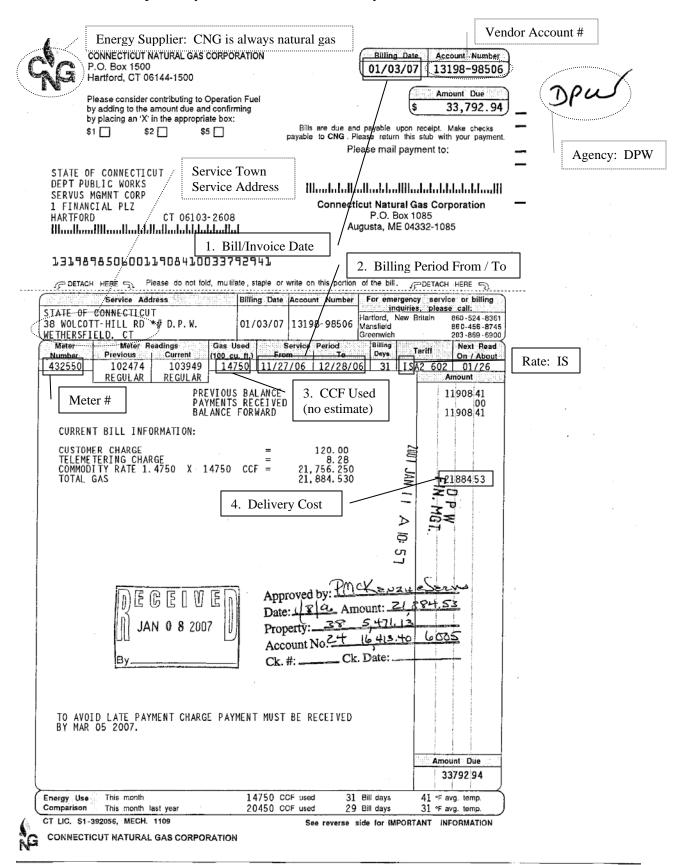


CNG (Connecticut Natural Gas) – Sample Invoice for Natural Gas



CNG (Connecticut Natural Gas) – Sample Invoice for Natural Gas

This invoice has no peak day demand and no commodity cost.

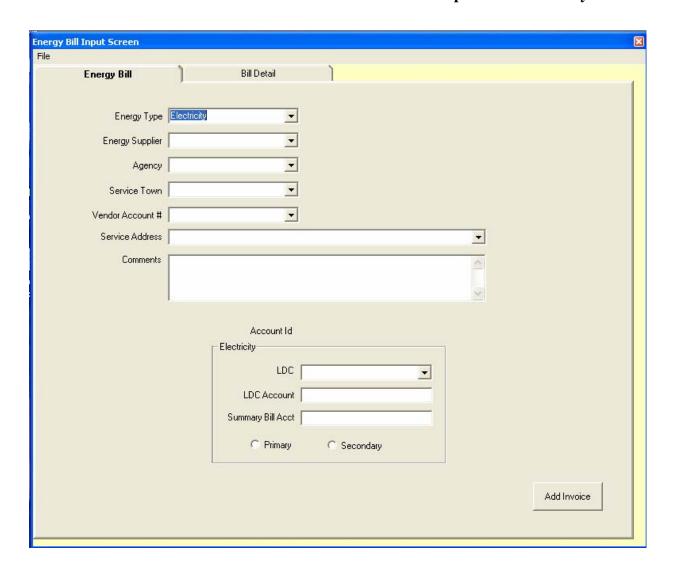


${\color{red} Norwich\ Public\ Utilities} - {\color{gray} Sample\ Invoice\ for\ Natural\ Gas}$

No Peak Day Demand on this invoice.

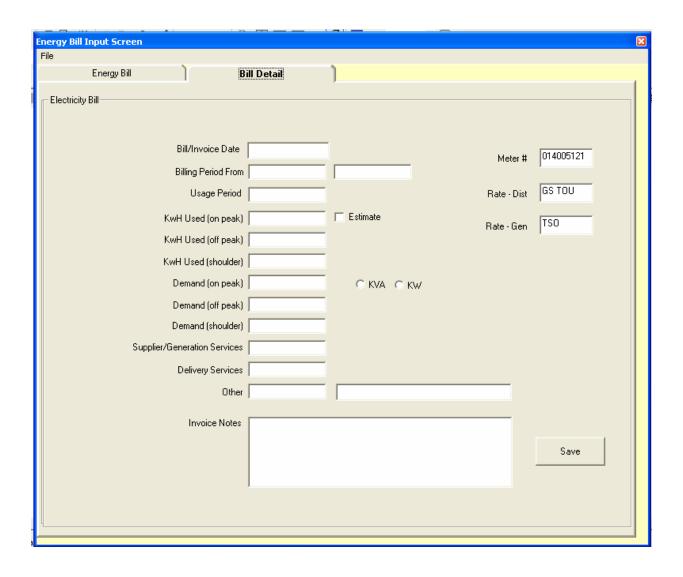
			STATEMENT # 459355
	Energy Supplier Service Town: Norwich	Agency	
Norwich Public Utilities LATE PAYMENT CHARGE OF 1 1/2% AD	173 NORTH MAIN STREET • NORWIC DED TO UNPAID BALANCE IF NOT RECEI	\	(CC)
PLEASE DONATE \$1.00 TO OPERA			
STATE DEPT OF EDUCATION 3 RIVERS/MOH ATTN DEBBY F 7 MAHAN DR		TOTAL AMOUNT DUE UPON RE AMOUNT DUE \$	
NORWICH, CT 06360	PIROLE STATE	AMOUNT ENCLOSE PLEASE MAKE CHECK PAYABLE	TO NPU
Service Address		5220726 1006477	00000104149
PLEASE RETURN THIS PORTIO	ON WITH PAYMENT	1	1. Bill/Invoice Date
NEXT METER READING ON/ABOUT	09/23/2006 2 D:11: D : 1	BILLING SUMMARY	
ACCOUNT NO. 522072-100647 PAYMENT DUE DATE 09/25/2008 SERVICE ADDRESS 574 NEW LONDON T	PKE /	LAST BILL 07/28 PAYMENTS/CR 08/10	
METER READING ON: LAST-MONTH 07/26/2006	THIS-M/ONTH 108/24/2006	PENALTIES ADJUSTMENTS/CHARGES	i i
DAYS OF SERVICE: 29	(OK) St. ser. st. st. ser. st. st. ser. st. st. ser. st. st. ser. st. st. ser. st. st. ser. st. ser. st. ser. st. ser. st. ser. st. st. st. ser. st. ser. st. st. st. st. st. st. st. st. st. st	BALANCE FORWARD	0.00
GAS GSHT Energy Type PURCHASAD GAS ADJ. Rate	METER# G905 READING 1137 CCF [46 CCF @ 0.777		78
ELECTRIC RATE	METER# READING KW	4. Delivery cost	
		ELECTRIC TO	TAL
WATER RATE	METER# READING CCF	WATER TOT	AL
SEWER RATE	CCF	SEWER TOT	AL
		Current Month Cha	arges 104.14
		Total Amount Due Upon Re	ceipt 104.14
GAS ENERGY ANALYSIS		10 30 014 C	
THIS LAST LAST MONTH MONTH YEAR			···

NO DATA ENTRY IS TO OCCUR IN THE ACCOUNT ID SECTION. THIS SECTION IS FOR REVIEW AND CONFIRMATION ONLY. This sample is for Electricity



Electricity

Bill Detail/Invoice Data Input Screen:

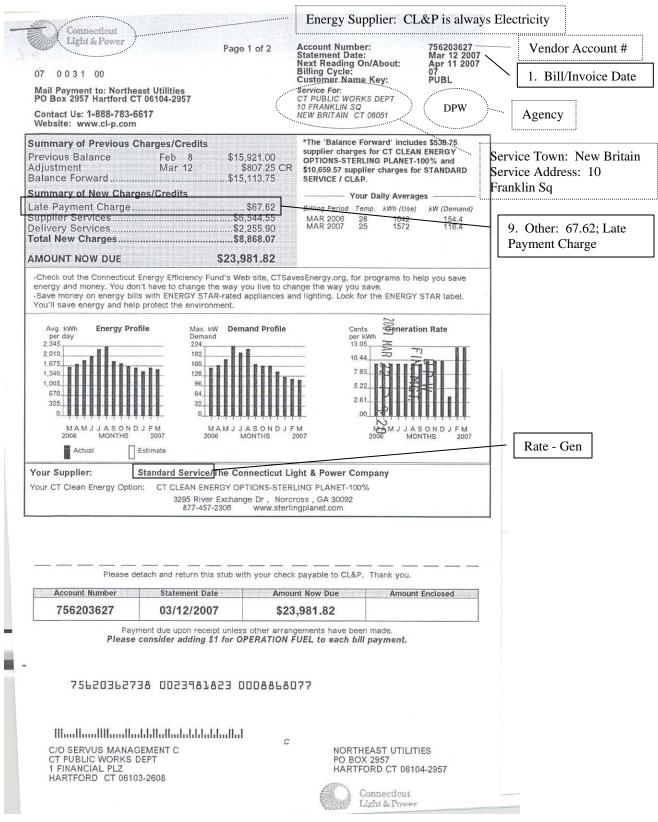


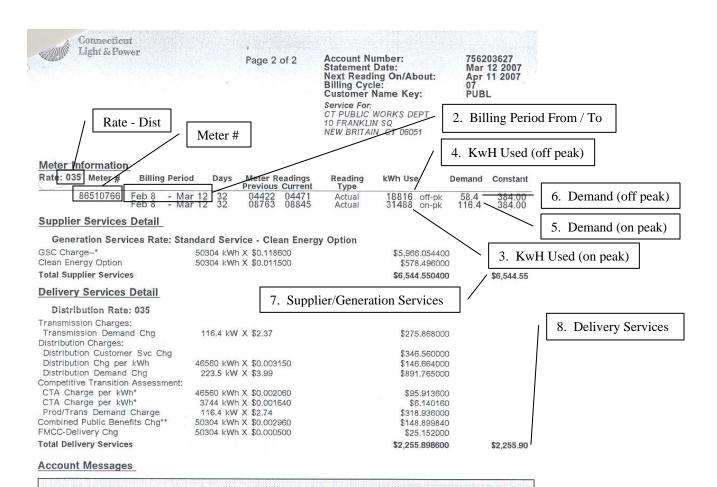
CL&P (Connecticut Light and Power) – Sample Invoice for Electricity

For Billing Period, KwH Used, Demand, Supplier/Generation Services, and Delivery Services, see page 2.

This bill doesn't have Shoulder charges.

This bill doesn't have Demand charges.

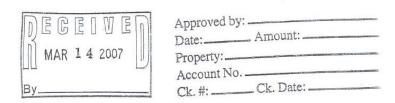




Ready when you are! Pay a bill, make a payment plan, check your account, report an outage and more round the clock. Call 800-286-2000 (860-947-2000 in Hartford/Meriden.)

¡Cuando quiera. Pague una cuenta, establezca un plan de pagos, revise su cuenta, informe sobre un corte de energía y más. Las 24 horas del día. ¡Llame al 800-286-2000 (860-947-2000 en Hartford/Meriden) y presione 7 hoy mismo.

- DISTRIBUTION DEMAND BASED ON RATCHET



See reverse side for important information



756203627

^{*}The Competitive Transition Assessment we collect is owned partly by CL&P Funding, LLC and partly by the State of Connecticut.

^{**}The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

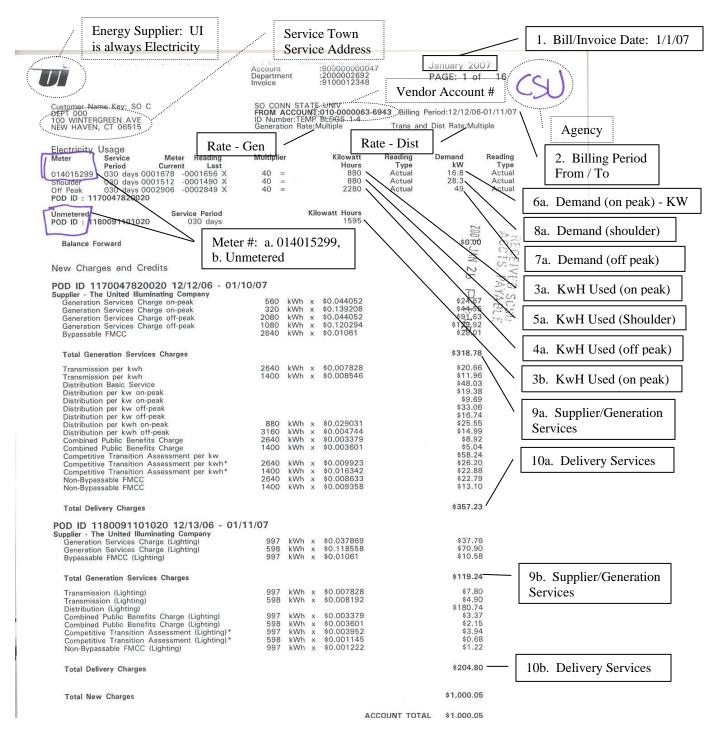
^{--*}Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Generation Services Rate section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$.008/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

UI (United Illuminating) – Sample Invoice for Electricity

Note that this invoice is for both metered and unmetered service. These service types shall be entered separately. "a" below indicates metered service, "b" unmetered; if not specified, applies to both.

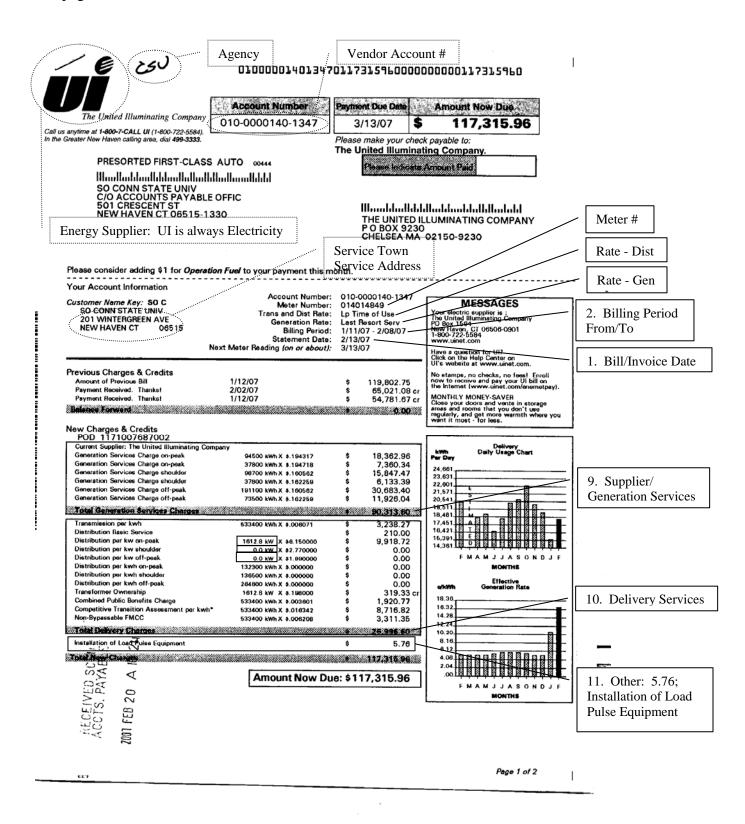
Note, also, that this is page 1 of 16 pages, so all other invoices (pages 2-16) must also be entered.

The Bill/Invoice Date would come from the cover page of this summary bill, however, this summary bill does not have a cover page. The Bill/Invoice date is, therefore, 1/1/07.



UI (United Illuminating) – Sample Invoice for Electricity

See page 2 for KwH Used and Demand.





The United Illuminating Company

Call us anytime at 1-800-7-CALL UI (1-800-722-5584). In the Greater New Haven calling area, dial 499-3333.

Account Number 010-0000140-1347

Payment Due Date	Amount Now Due
3/13/07	\$ 117,315.96

Please make your check payable to: The United Illuminating Company.

Please Indicate Amount Paid

* Part of the Competitive Transition Assessment we collect is owned by the State of Connecticut.

One or more components have changed pricing this month, pricing is not printed for that

All charges are due as of your Statement Date. Any unpaid charges will be subject to Interest as of your Statement Date, at the rate of 1.25% per month, if not paid on or before March 13, 2007. Making your payment on the Due Date at an authorized payment agent may not post until the following business day. If you have a question, contact UI. As authorized by law, for residential accounts, we supply payment information to credit rating agencies. If your account is more than 90 days delinquent, a delinquency report could harm your credit rating.

4. KwH Used Shoulder

3. KwH Used (on peak)

6. Demand (on peak)

7. Demand (shoulder)

8. Demand (off peak)

Electricity Usage Meter Service Period Meter Reading Multiplier Kilowatt Hours emand 29 days 29 days 29 days 014014849 Shoulder Off Peak 02775 - 02712 02739 - 02674 2100 2100 2100 132300 kWh 136500 kWh 264600 kWh 1612.8 1058.4 1033.2 05440 - 05314 117-1007687-002

5. KwH Used (off peak)

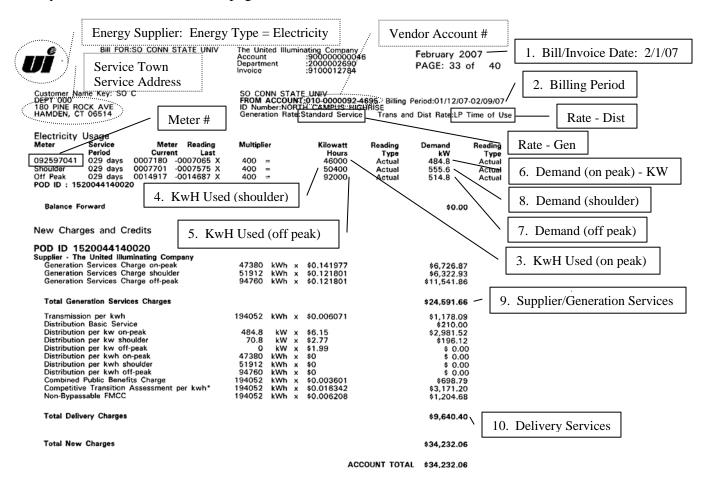
Page 2 of 2

558

UI (United Illuminating) – Sample Invoice for Electricity

Note that this is page 33 of a 40 page invoice for CSU (Agency), and that it includes peak, off-peak, and shoulder entries.

The Bill/Invoice Date would come from the cover page of this summary bill, however, this summary bill does not have a cover page. The Bill/Invoice date is, therefore, 2/1/07.



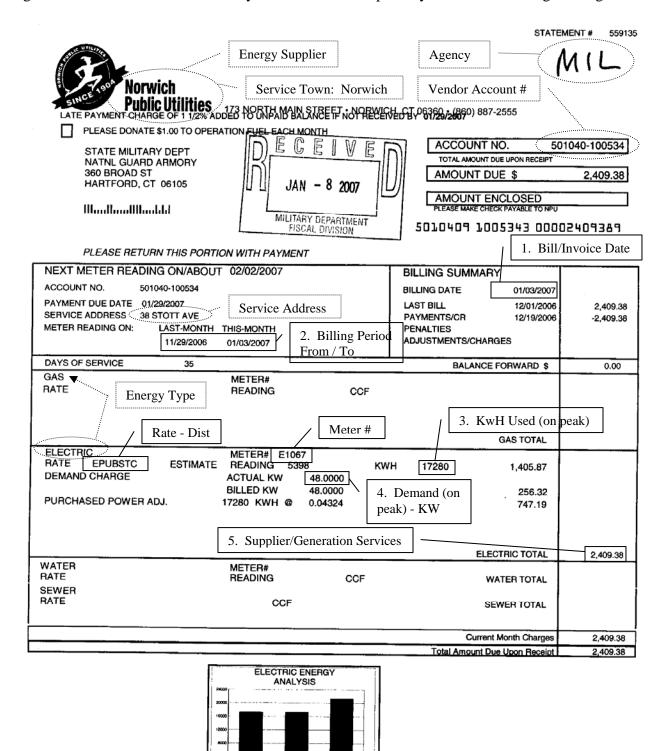
^{*} Part of the Competitive Transition Assessment we collect is owned by the State of Connecticut.

ACCTS, PAYABLE MOTES 27 A % 22

21

Norwich Public Utilities – Sample Invoice for Electricity

Note that this invoice can be for Natural Gas, Electricity, and Water. The water section is to be ignored. Natural Gas and Electricity shall be entered separately. This bill has no gas charges.



THIS MONTH LAST MONTH

Exhibit B - RFP for State Agency Energy Database

Reference Agency Structure Nearest Construction Year of Number Number Address Town Zip Code Crossroads Condition Type Construction

Square Feet Utilization Number of Not Utilized Rate Floors Used To

2 Year Use 5 Year Use Memo House Number of Clients Occupancy On or Eligible For Recommendation Recommendation Field Clients Currently Housed Status Historic Register

Date of			Hot	Preventative	Owned Parking	Leased Parking	
					•	· ·	
Last	Coolina	Heating	Water	Maintenance Plan	Spaces For This	Spaces For This	Part of Which
						_ '	
Update	Fuel	Fuel	Fuel	Available	Structure	Structure	Facility
Spaalo				, ,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0	0	

	Initial					Deed	OPM	DPW	
Date	Acquisition	Building	Content	Acquisition	Deed	Restriction	Building	Building	
Acquired	Cost	Value	Value	Method	Restrictions	Description	Number	Number	

Comptroller Fire Marshall

Building Building Total Undeveloped Structure
Number Number Acres Acres Classification

EXHIBIT C

\\Olga\MGMT\March 25 Vendor Responses\ExCRFPState AgencyEnergy

Database.mdb

Table: AgencyLookup Page: 1

Tuesday, March 25, 2008

Columns

Name Type Size

AgencyCode Text 3

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: 1
ColumnWidth: Default
DataUpdatable: False
DisplayControl: Text Box

DisplayControl: Text Box
GUID: {guid {9A244C72-FB36-4317-B551-6BF4F6AFDA0D}}

IMEMode:0IMESentenceMode:3OrdinalPosition:0Required:FalseSourceField:AgencyCodeSourceTable:AgencyLookup

UnicodeCompression: True

AgencyName Text 50

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: 3615
DataUpdatable: False
DisplayControl: Text Box

GUID: {guid {7D53CA08-B58C-4AD9-A319-6CF00320268E}}

IMEMode:0IMESentenceMode:3OrdinalPosition:1Required:FalseSourceField:AgencyNameSourceTable:AgencyLookup

UnicodeCompression: True

Columns

Name Type Size

InvoiceId Long Integer 4

AllowZeroLength: False

Attributes: Fixed Size, Auto-Increment

CollatingOrder: General
ColumnHidden: False
ColumnOrder: 1
ColumnWidth: Default
DataUpdatable: False

Description: Unique identifier, system generated to identify this record/invoice.

OrdinalPosition: 0
Required: True
SourceField: InvoiceId
SourceTable: EnergyUsage

VendorName Text 50

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Corporate name of the provider of energy resources

DisplayControl: Text Box
IMEMode: 0
IMESentenceMode: 3
OrdinalPosition: 1
Required: False
SourceField: VendorName
SourceTable: EnergyUsage

UnicodeCompression: False

fk_AccountId Long Integer 4

AllowZeroLength: False Attributes: Fixed Size CollatingOrder: General ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces: Auto

Description: The same as the "Account ID" from the Master Table.

DisplayControl: Text Box

Database.mdb

Table: EnergyUsage Page: 3

OrdinalPosition: 2
Required: True
SourceField: fk_AccountId
SourceTable: EnergyUsage

CCFUsed Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: Quantity of natural gas used in the billing period. CCF=Hundred

Cubic Feet. Only for natural gas invoices.

DisplayControl: Text Box
OrdinalPosition: 3
Required: False
SourceField: CCFUsed
SourceTable: EnergyUsage

PeakDayDemandCCF Text 50

AllowZeroLength: True

Attributes: Variable Length

CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Measured highest day usage in CCF. Applies only to natural gas

invoices. Item is not billed it is a demand function, not usage.

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DisplayControl: Text Box IMEMode: 0
IMESentenceMode: 3
OrdinalPosition: 4
Required: False

SourceField: PeakDayDemandCCF

SourceTable: EnergyUsage

UnicodeCompression: False

BillDate Date/Time 8

AllowZeroLength: False
Attributes: Fixed Size
CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Date of the invoice - printed on the invoice.

IMEMode:0IMESentenceMode:3OrdinalPosition:5Required:TrueSourceField:BillDate

Table: EnergyUsage Page: 4

SourceTable: EnergyUsage

BillingPeriodFrom Date/Time 8

AllowZeroLength: False
Attributes: Fixed Size
CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Applies only to electricity and natural gas. The day on which the

current billing cycle began - mm/dd/yy.

IMEMode:0IMESentenceMode:3OrdinalPosition:6Required:False

SourceField: BillingPeriodFrom SourceTable: EnergyUsage

BillingPeriodTo Date/Time 8

AllowZeroLength: False
Attributes: Fixed Size
CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Applies only to electricty and natural gas. The day on which the

current billing cycle ended - mm/dd/yy.

IMEMode:0IMESentenceMode:3OrdinalPosition:7Required:False

SourceField: BillingPeriodTo SourceTable: EnergyUsage

UsagePeriod Text 50

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: 1140
DataUpdatable: False

Description: Time frame to which the bill applies. Applies only to natural gas

and electricity. Format = mm/yy. Corresponds to the billing end

DisplayControl: Text Box

IMÉMode:0IMESentenceMode:3OrdinalPosition:8Required:FalseSourceField:UsagePeriodSourceTable:EnergyUsageUnicodeCompression:False

Database.mdb

Table: EnergyUsage Page: 5
DeliveryDate Date/Time 8

AllowZeroLength: False
Attributes: Fixed Size
CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Applies only to fuel oils. Date on which the product was delivered.

IMEMode:0IMESentenceMode:3OrdinalPosition:9Required:FalseSourceField:DeliveryDateSourceTable:EnergyUsage

FuelType Text 50

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Name of the energy resource being invoiced. Input is from a drop-

down list.

DisplayControl: Text Box
IMEMode: 0
IMESentenceMode: 3
OrdinalPosition: 10
Required: False
SourceField: FuelType
SourceTable: EnergyUsage

UnicodeCompression: False

InvoiceNr Text 50

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: The vendor's invoice number. May be combined with vendor's

account number and date to yeild a unique number.

DisplayControl: **Text Box** IMEMode: 0 IMESentenceMode: 3 OrdinalPosition: 11 Required: False SourceField: InvoiceNr SourceTable: EnergyUsage UnicodeCompression: False

MeterNr Text 50

Database.mdb

Table: EnergyUsage Page: 6

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Applies only to electricity and natural gas. A number assigned by

the LDC to identify a meter.

DisplayControl: Text Box
IMEMode: 0
IMESentenceMode: 3
OrdinalPosition: 12
Required: False
SourceField: MeterNr
SourceTable: EnergyUsage

UnicodeCompression: False

RateGas Text 10

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: For natural gas only. Used by LDC's to cover rate/tariff charges for

delivery that they will carry through to the consumer.

DisplayControl: Text Box IMEMode: 0 IMESentenceMode: 3 OrdinalPosition: 13 Required: False SourceField: RateGas SourceTable: EnergyUsage UnicodeCompression: False

RateDist Text 10

AllowZeroLength: True

Attributes: Variable Length

CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: For electricity only. Used by LDC's to cover rate/tariff charges for

distribution services.

DisplayControl: Text Box IMEMode: 0 IMESentenceMode: 3 OrdinalPosition: 14 Required: False SourceField: RateDist SourceTable: EnergyUsage UnicodeCompression: False

Database.mdb

Table: EnergyUsage Page: 7 RateGen Text 10

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: For electricity only. A classification of charges for generation

services. Not a specific rate.

DisplayControl: Text Box
IMEMode: 0
IMESentenceMode: 3
OrdinalPosition: 15
Required: False
SourceField: RateGen
SourceTable: EnergyUsage

UnicodeCompression: False

KwHUsedOnPeak Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: Only for electricity. Number of KWH used during the peak period.

If the invoice does not split on/off peak, then all usage is considered

peak.

DisplayControl: Text Box
OrdinalPosition: 16
Required: False

SourceField: KwHUsedOnPeak SourceTable: EnergyUsage

KwHUsedOffPeak Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: For electricity only. Billed KWH used in off peak hours.

DisplayControl: Text Box OrdinalPosition: 17 Required: False

SourceField: KwHUsedOffPeak SourceTable: EnergyUsage

KwHUsedShoulder Decimal 16

Database.mdb

Table: EnergyUsage Page: 8

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: For electricity only and for United Illuminating only. Shoulder time

is between peak and off peak - it is neither.

DisplayControl: Text Box OrdinalPosition: 18 Required: False

SourceField: KwHUsedShoulder SourceTable: EnergyUsage

DemandOnPeak Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: For electricity only. Demand is not usage. Measured in KW or

KVA during peak hours.

DisplayControl: Text Box
OrdinalPosition: 19
Required: False

SourceField: DemandOnPeak SourceTable: EnergyUsage

DemandOffPeak Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: For electricity only. Measured in KW or KVA for non-peak and non-

shoulder hours.

DisplayControl: Text Box OrdinalPosition: 20
Required: False

SourceField: DemandOffPeak SourceTable: EnergyUsage

DemandShoulder Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18

Table: EnergyUsage Page: 9

ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: For electricity only and for UI only. Measured as above for non-

peak and non-shoulder hours.

DisplayControl: Text Box
OrdinalPosition: 21
Required: False

SourceField: DemandShoulder SourceTable: EnergyUsage

DemandUnits Text 3

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: For electricity only. Unit of measure for peak usage. Measured in

KW or KVA.

DisplayControl: Text Box IMEMode: 0
IMESentenceMode: 3
OrdinalPosition: 22
Required: False

SourceField: DemandUnits SourceTable: EnergyUsage

UnicodeCompression: False

GallonsDelivered Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: 1620
DataUpdatable: False
DecimalPlaces: Auto

Description: For oils only. The number of gallons delivered.

DisplayControl: Text Box OrdinalPosition: 23 Required: False

SourceField: GallonsDelivered SourceTable: EnergyUsage

Estimate Integer 2

AllowZeroLength: False
Attributes: Fixed Size
CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default

Database.mdb

Table: EnergyUsage Page: 10

DataUpdatable: False DecimalPlaces: Auto

Description: Electric and natural gas only. A flag used to indicate if the volume

billed is from an actual meter reading or from an estimate. 1=

actual; 0= estimate.

DisplayControl: Text Box
OrdinalPosition: 24
Required: False
SourceField: Estimate
SourceTable: EnergyUsage

Comments Memo

AllowZeroLength: True

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Available to all invoices. Identifies, in English, the existence of

"other" cost fields for gas, electricity, oil and dhc.

IMEMode:0IMESentenceMode:3OrdinalPosition:25Required:FalseSourceField:CommentsSourceTable:EnergyUsage

UnicodeCompression: False

Capacity Text 2

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: UNDER DEVELOPMENT.

DisplayControl: Text Box IMEMode: 0 IMESentenceMode: 3 OrdinalPosition: 26 Required: False SourceField: Capacity SourceTable: EnergyUsage UnicodeCompression: False

InvoiceDate Date/Time 8

AllowZeroLength: False
Attributes: Fixed Size
CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: 2265

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Table: EnergyUsage DataUpdatable: False

Description: Date/time stamp when the invoice was entered into the system.

Page: 11

System generated.

IMEMode: IMESentenceMode: 3 27 OrdinalPosition: False Required: SourceField: InvoiceDate SourceTable: EnergyUsage

GasDelivery Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces: Auto

Description: For natural gas only. Dollars billed for delivery services.

DisplayControl: **Text Box** OrdinalPosition: 28 Required: False SourceField: GasDelivery SourceTable: EnergyUsage

GasCommodity Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces: Auto

Description: Natural gas only. Dollars billed for commodity services.

DisplayControl: Text Box OrdinalPosition: 29 False Required:

GasCommodity SourceField: SourceTable: EnergyUsage

GasOther Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces:

Description: Natural gas only. Dollars billed for the total of all "other" services.

NOT delivery and not commodity charges.

DisplayControl: Text Box OrdinalPosition: 30

Database.mdb

Table: EnergyUsage Page: 12

Required: False
SourceField: GasOther
SourceTable: EnergyUsage

ElectricitySupplier Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: For electricity only. dollars billed for generation services.

DisplayControl: Text Box
OrdinalPosition: 31
Required: False

SourceField: ElectricitySupplier SourceTable: EnergyUsage

ElectricityDelivery Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: For electricity only. Dollars billed for delivery services - power

distribution.

DisplayControl: Text Box OrdinalPosition: 32
Required: False

SourceField: ElectricityDelivery SourceTable: EnergyUsage

ElectricityOther Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: Electric only. Dollars billed for "other" services which are not

generation nor delivery charges.

DisplayControl: Text Box OrdinalPosition: 33 Required: False

SourceField: ElectricityOther SourceTable: EnergyUsage

OilCharges Decimal 16

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Table: EnergyUsage AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces: Auto

Description: Applies only to oil products. Dollars billed for oil product delivery;

this is roughly the commodity charge for oil.

Page: 13

DisplayControl: Text Box OrdinalPosition: 34 Required: False SourceField: OilCharges SourceTable: EnergyUsage

OilOther Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces: Auto

Description: Applies only to oils. The dollars billed for services not associated

with delivery or commodity.

DisplayControl: Text Box OrdinalPosition: 35 Required: False SourceField: OilOther SourceTable: EnergyUsage

DhcUsage Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces: Auto

This field under development. For Dhc only. May be used for the Description:

dollars billed for the quantity delivered.

DisplayControl: **Text Box** OrdinalPosition: 36 Required: False SourceField: DhcUsage SourceTable: EnergyÜsage

DhcCapacity Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18

Database.mdb

Table: EnergyUsage Page: 14

ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: This field under development. For DHC only. May be used for

dollars for units delivered during peak usage time.

DisplayControl: Text Box
OrdinalPosition: 37
Required: False
SourceField: DhcCapacity
SourceTable: EnergyUsage

DhcOther Decimal 16

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: This field under development. For DHC only. May be used for

"other" dollars - those not associated with delivery or commodity.

DisplayControl: Text Box
OrdinalPosition: 38
Required: False
SourceField: DhcOther
SourceTable: EnergyUsage

DeactivateFlag Integer 2

AllowZeroLength: False Attributes: Fixed Size CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default ColumnWidth: 975 DataUpdatable: False DecimalPlaces: Auto

Description: Flag used to indicate if this invoice has been superceeded by a

subsequent/corrected invoice. 1=deactivated; 0=active

DisplayControl: Text Box OrdinalPosition: 39
Required: False

SourceField: DeactivateFlag
SourceTable: EnergyUsage

InvoiceComment Text 255

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default

Database.mdb

Table: EnergyUsage Page: 15

DataUpdatable: False

Description: Free form area for notations about this particular invoice.

DisplayControl: Text Box IMEMode: 0 IMESentenceMode: 3 OrdinalPosition: 40 Required: False

SourceField: InvoiceComment SourceTable: EnergyUsage

UnicodeCompression: False

PaidInvoice Integer 2

AllowZeroLength: False Attributes: Fixed Size CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces: Auto

Description: For DEP invoices only. A flag to indicate that OPM has already

paid the premium for "clean" energy. 1= paid; 0=unpaid

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DisplayControl: Text Box
OrdinalPosition: 41
Required: False
SourceField: PaidInvoice
SourceTable: EnergyUsage

Table Indexes

Name Number of Fields

PK_EnergyUsage 3

Fields:

InvoiceId Ascending fk_AccountId Ascending BillDate Ascending

Database.mdb

Table: MasterBill Page: 16

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Properties

DateCreated: 2/28/2008 2:41:36 PM DefaultView: Datasheet LastUpdated: 2/28/2008 2:41:48 PM NameMap: Long binary data Left-to-Right OrderByOn: True Orientation: RecordCount: Updatable: 0 True

Columns

Name Type Size
AccountId Decimal

AllowZeroLength: False

Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: 1245
DataUpdatable: False
DecimalPlaces: Auto

Description: A unique identifier generated each time an energy account is

DisplayControl: Text Box

GUID: {guid {9C62FC13-7A88-4200-8E8B-82CCC26DCE7}}

OrdinalPosition: 0
Required: True
SourceField: AccountId
SourceTable: MasterBill

EnergyType Text 50

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: A common name for each energy resource being used and/or

DisplayControl: Text Box

GUID: {guid {AAB613B4-F39B-4CEA-B74C-640B8047A2A8}}

IMEMode:0IMESentenceMode:3OrdinalPosition:1Required:TrueSourceField:EnergyTypeSourceTable:MasterBillUnicodeCompression:False

Supplier Text 50

AllowZeroLength: True
Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: 2100

Database.mdb
Table: MasterBill Page: 17

DataUpdatable: False

Description: Corporate name of the supplier of an energy resource

DisplayControl: Text Box

GUID: {guid {6C730767-756F-4EE3-83EF-2284E8C56E07}}

IMEMode:0IMESentenceMode:3OrdinalPosition:2Required:TrueSourceField:SupplierSourceTable:MasterBillUnicodeCompression:False

AgencyCode Text 8

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: 3 letter identifier for each state agency. Generated by the

Comptrollerall caps. Begining letter acronymn DMV = Department

of Motor Vehicles

DisplayControl: Text Box

GUID: {guid {2BC33EAB-CCD0-4CC8-A2FC-00300CE91F00}}

IMEMode:0IMESentenceMode:3OrdinalPosition:3Required:TrueSourceField:AgencyCodeSourceTable:MasterBillUnicodeCompression:False

ServiceTown Text 50

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: The name of the town where the energy resource is deliovered. All

caps - used in a pull-down list.

DisplayControl: Text Box

GUİD: {guid {A0CE4AA3-62C9-4E72-833F-A218F624DD31}} IMEMode: 0

IMESentenceMode:3OrdinalPosition:4Required:TrueSourceField:ServiceTownSourceTable:MasterBillUnicodeCompression:False

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Table: MasterBill Page: 18

AllowZeroLength: True

Attributes: Variable Length CollatingOrder: General ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False

Description: Street address - number and name where energy is being delivered.

All caps; standard abreviations used with no periods

Text Box DisplayControl:

GUID: {guid {5747694A-207C-42AE-97EF-8F4891BCBE9E}}

IMEMode: IMESentenceMode: 3 OrdinalPosition: 5 Required: True

SourceField: ServiceAddress SourceTable: MasterBill UnicodeCompression: False

VendorAccount Text 50

AllowZeroLength: True

Attributes: Variable Length CollatingOrder: General ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False

Description: An identifier created and used by the supplier of an energy

resource to identify the account. This may cover multiple delivery

DisplayControl: **Text Box**

GUID: {guid {D07CB0B8-6842-4117-BD12-8D15D404E8F7}}

IMEMode: 0 IMESentenceMode: 3 OrdinalPosition: 6 Required: True

VendorAccount SourceField: SourceTable: MasterBill UnicodeCompression: False

LDC 50 Text

AllowZeroLength: True

Attributes: Variable Length CollatingOrder: General

ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False

Local Distribution Company. Name of the company that provides Description:

distribution servi9ces to the account. The entity that delivers the

energy resource. Not used for all types of energy

DisplayControl: **Text Box**

GUID: {guid {A1FEBC4A-4715-4331-AFDA-8515C71B6892}}

IMEMode: IMESentenceMode: 3 7 OrdinalPosition:

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Table: MasterBill Page: 19

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Required: False
SourceField: LDC
SourceTable: MasterBill
UnicodeCompression: False

LDCAccountNr Text 50

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: An identifier created by the LDC to identify a specific account/

delivery point.

DisplayControl: Text Box

GUID: {guid {3AADA3C8-67B1-448E-AECF-22BB6E1AED98}}

IMEMode: 0
IMESentenceMode: 3
OrdinalPosition: 8
Required: False

SourceField: LDCAccountNr SourceTable: MasterBill UnicodeCompression: False

LastBillPeriod Text 10

AllowZeroLength: True

Attributes: Variable Length

CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Month and Year of the most recent invoice for this account.

Chronologically sequenced.

DisplayControl: Text Box

GUID: {guid {89172E93-86F8-4358-8357-BD1CD0338FC0}}

IMEMode:0IMESentenceMode:3OrdinalPosition:9Required:FalseSourceField:LastBillPeriodSourceTable:MasterBillUnicodeCompression:False

DeactivateFlag Integer 2

AllowZeroLength: False Attributes: Fixed Size CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces: Auto

Database.mdb

Table: MasterBill Page: 20
Description: A flag to indicate that an account is no longer active. Values are:

0=active; 1=inactive

DisplayControl: Text Box

GUID: {guid {5A7159BB-021B-44F8-AA8C-144D0914CA50}}

OrdinalPosition: 10 Required: False

SourceField: DeactivateFlag
SourceTable: MasterBill

TotalAmount Decimal 16

AllowZeroLength: False
Attributes: Variable Length

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: The total amount of an invoice. System generated and currently

not being used (9/2007)

DisplayControl: Text Box

GUID: {guid {B3DFEF0E-7E29-4DFD-9077-21E1F1F89E99}}

OrdinalPosition: 11
Required: False
SourceField: TotalAmount
SourceTable: MasterBill

SummaryBill Integer 2

AllowZeroLength: False Attributes: Fixed Size CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False DecimalPlaces: Auto

Description: A Flag to indicate if this is a summary bill. 1= Yes it is; 0=No it is

DisplayControl: Text Box

GUID: {guid {7B8BABD3-3F4F-40E5-8EF9-E01829A3385B}}

OrdinalPosition: 12
Required: False
SourceField: SummaryBill
SourceTable: MasterBill

SummaryBillAcct Text 20

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Account identifier generated by the supplier or LDC to indicate that

multiple accounts (single energy type) are being invoiced together.

DisplayControl: Text Box

Page: 21

Database.mdb Table: MasterBill

GUID: {guid {7E588F85-E9F5-4E12-855A-F719A8F8B6E7}}

IMEMode:0IMESentenceMode:3OrdinalPosition:13Required:False

SourceField: SummaryBillAcct
SourceTable: MasterBill
UnicodeCompression: False

PrimSecService Integer 2

AllowZeroLength: False
Attributes: Fixed Size
CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False
DecimalPlaces: Auto

Description: Applies to electrical accounts only. Indicates whether the account is

serviced at primary or secondary voltage. 1= Primary; 0=

DisplayControl: Text Box

GUID: {guid {1532BDE2-CEDA-49F2-B72A-D3279ABB990B}}

OrdinalPosition: 14
Required: False

SourceField: PrimSecService SourceTable: MasterBill

CityGate Text 30

AllowZeroLength: True

Attributes: Variable Length CollatingOrder: General

CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Name of the location of the suppliers station used to serve the

facility. It is the interconnection between the LDC unit and the interstate suppliers. Applies only to natural gas accounts.

DisplayControl: Text Box

GUID: {guid {5419B19A-5F67-4195-BB0F-56F16B78931D}}

IMEMode:0IMESentenceMode:3OrdinalPosition:15Required:FalseSourceField:CityGateSourceTable:MasterBillUnicodeCompression:False

OilTankSize Text 20

AllowZeroLength: True

Attributes: Variable Length
CollatingOrder: General
ColumnHidden: False
ColumnOrder: Default

Table: MasterBill

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> ColumnWidth: Default DataUpdatable: False

Description: Size, in gallons, of the on-site storage tank. Stated in nominal

gallons. Applies only to oil accounts.

Page: 22

DisplayControl:

GUID: {quid {2007104D-07FB-4471-BC40-3294F379020B}}

IMEMode: 0 IMESentenceMode: 3 OrdinalPosition: 16 False Required: SourceField: OilTankSize MasterBill SourceTable: UnicodeCompression: False

DHCMeter Text 20

AllowZeroLength: True

Attributes: Variable Length CollatingOrder: General ColumnHidden: False ColumnOrder: Default ColumnWidth: Default DataUpdatable: False

Description: DHC = District Heating Cooling. Currently a place holder -

reserved for future development.

DisplayControl:

GUID: {quid {96EF8E8D-EE81-45BB-A34D-ED24D66D0C3E}}

IMEMode: IMESentenceMode: 3 OrdinalPosition: 17 False Required: SourceField: DHCMeter SourceTable: MasterBill UnicodeCompression: False

Comments Memo

AllowZeroLength: True

Attributes: Variable Length

CollatingOrder: 18 ColumnHidden: False ColumnOrder: Default Default ColumnWidth: DataUpdatable: False

Description: Comments and notations regarding this energy account. GUID: {guid {AC83C689-C4F6-4521-91C8-121C5423AA62}}

IMEMode: IMESentenceMode: 3 OrdinalPosition: 18 False Required: SourceField: Comments SourceTable: MasterBill UnicodeCompression: False

Date/Time 8 MasterDate

AllowZeroLength: False Fixed Size Attributes:

Database.mdb

Table: MasterBill Page: 23

CollatingOrder: 18
ColumnHidden: False
ColumnOrder: Default
ColumnWidth: Default
DataUpdatable: False

Description: Date/time stamp. The time of data entry when the account was

Tuesday, March 25, 2008

initially established.

GUID: {guid {90C6D0D1-4FF6-4052-A1C1-5C4ABA6DE661}}

IMEMode: 0
IMESentenceMode: 3
OrdinalPosition: 19
Required: False
SourceField: MasterDate
SourceTable: MasterBill

Table Indexes

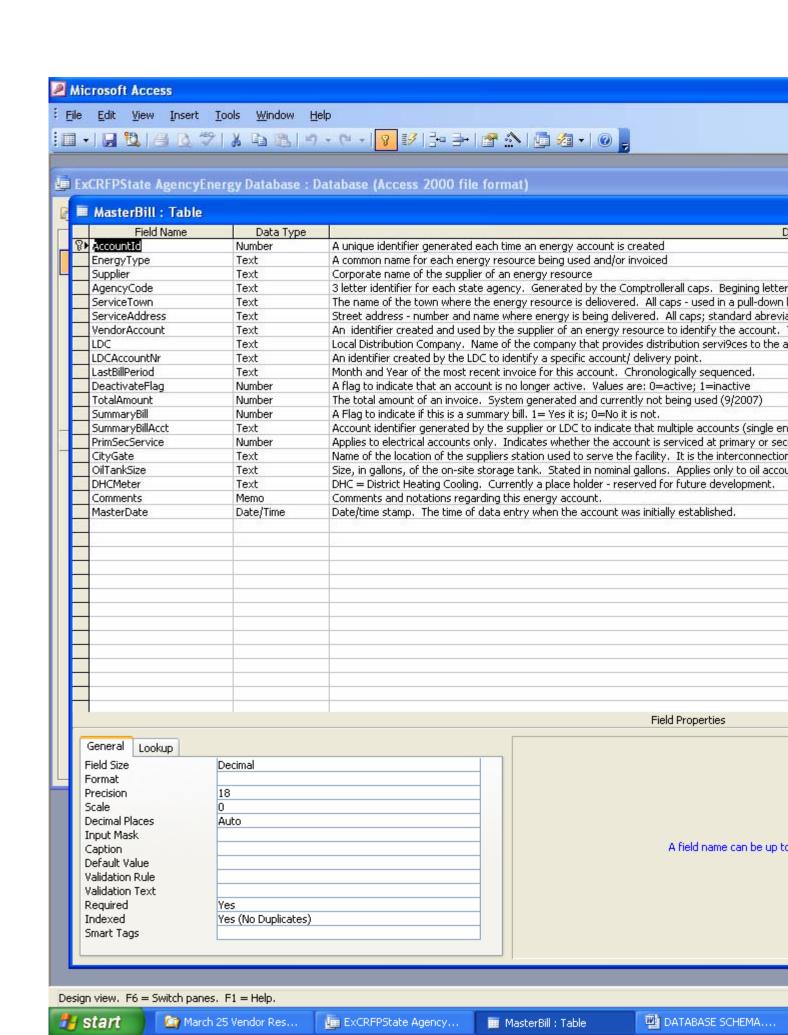
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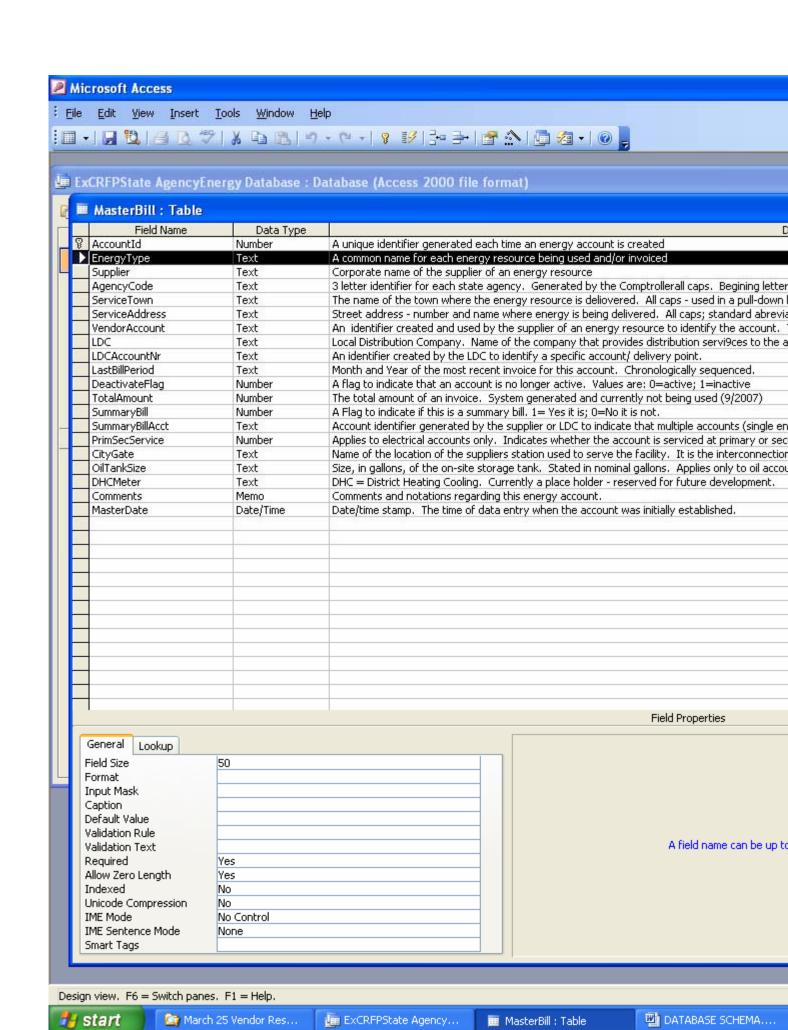
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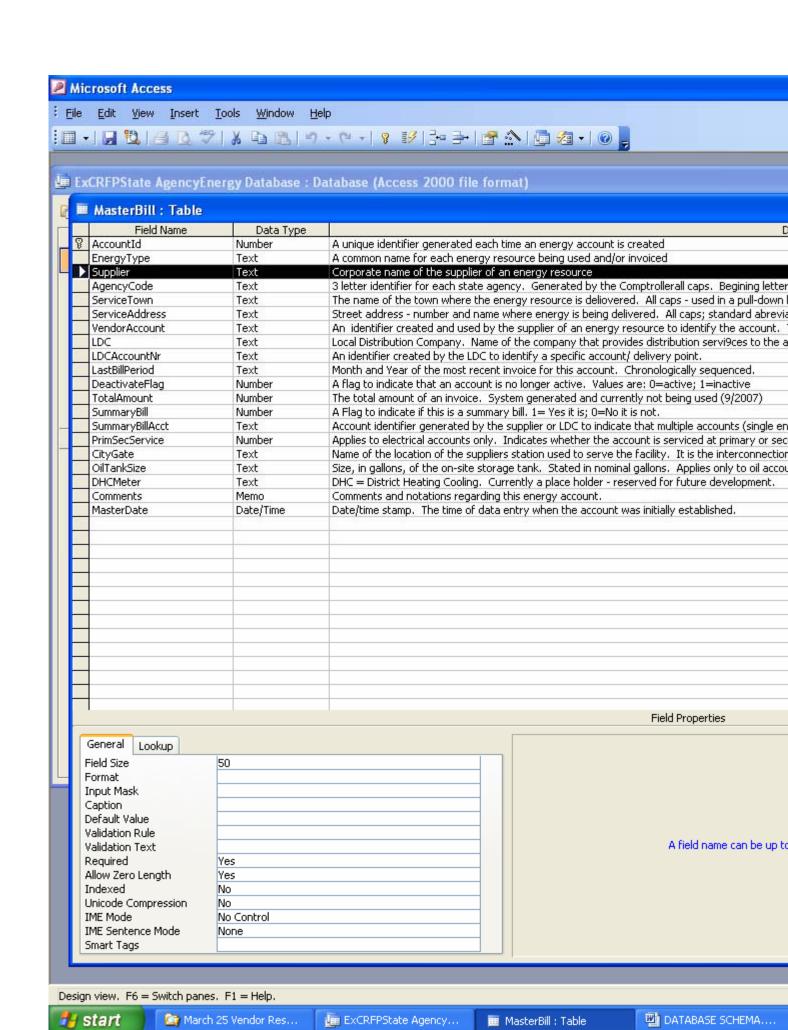
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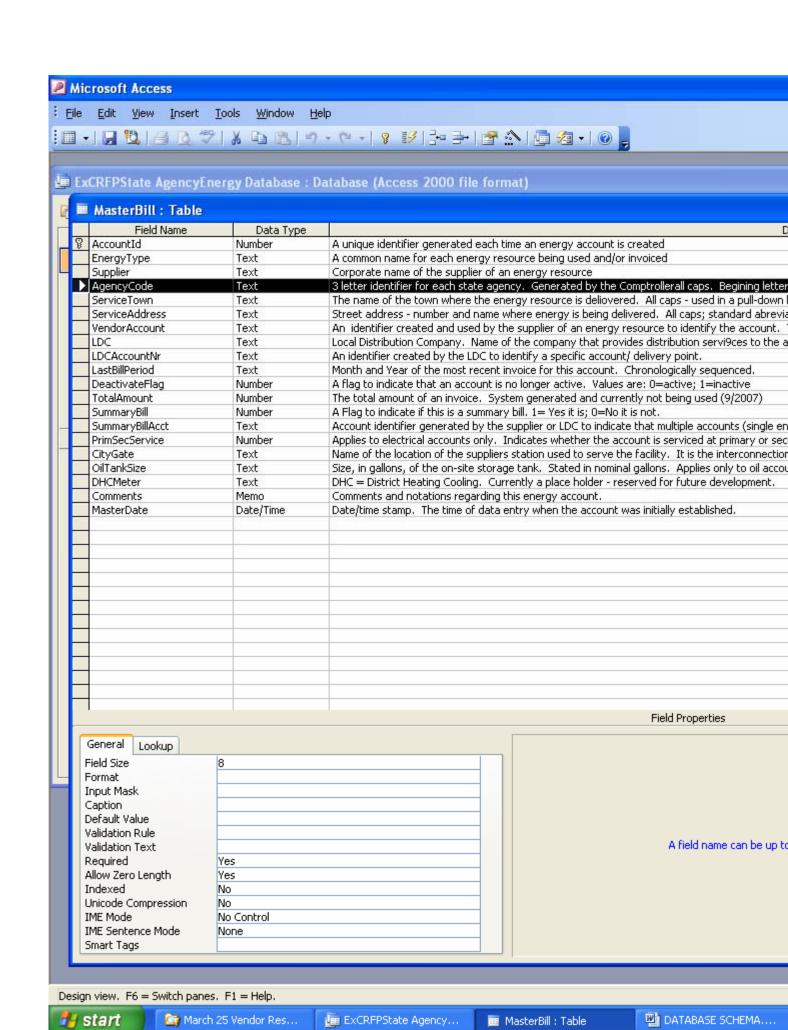
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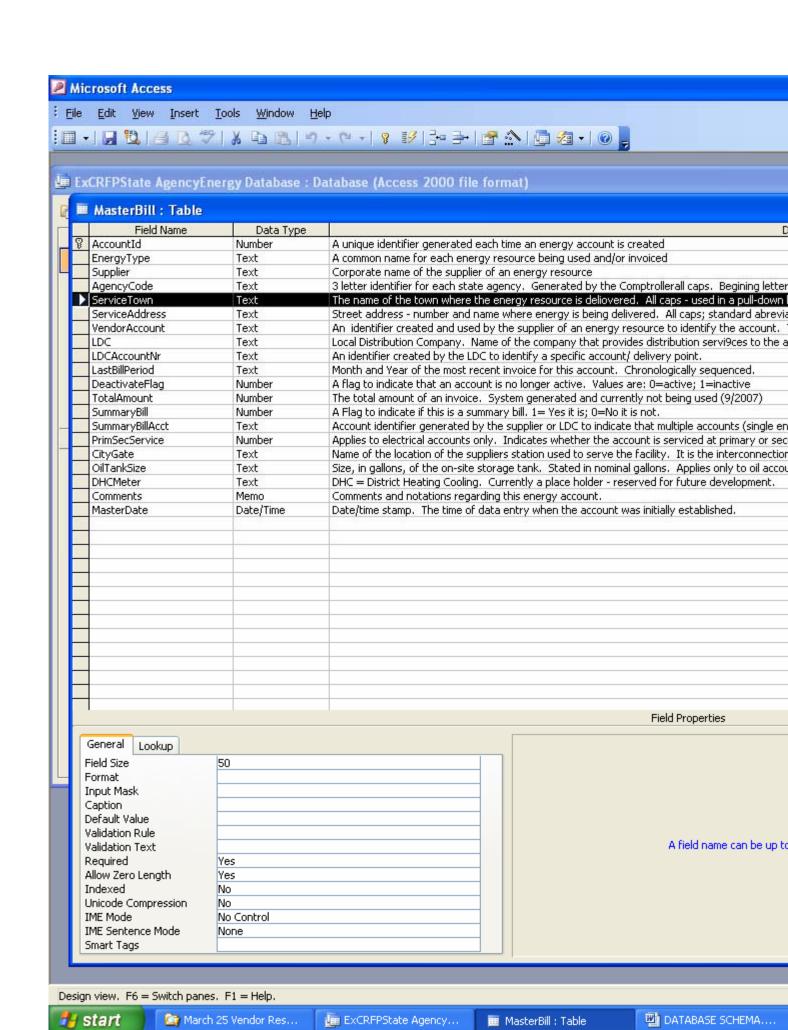
EXHIBIT C (Addendum) DATABASE SCHEMA RESPONSE TO VENDORS RFP – STATE AGENCY ENERGY DATABASE

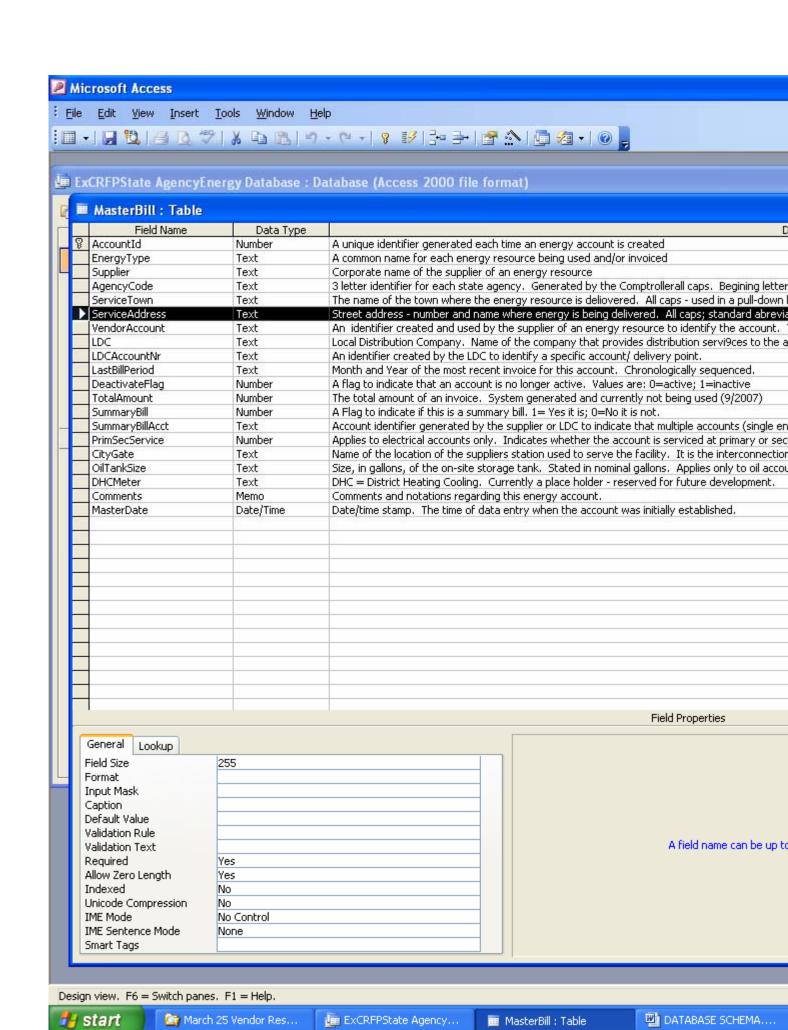


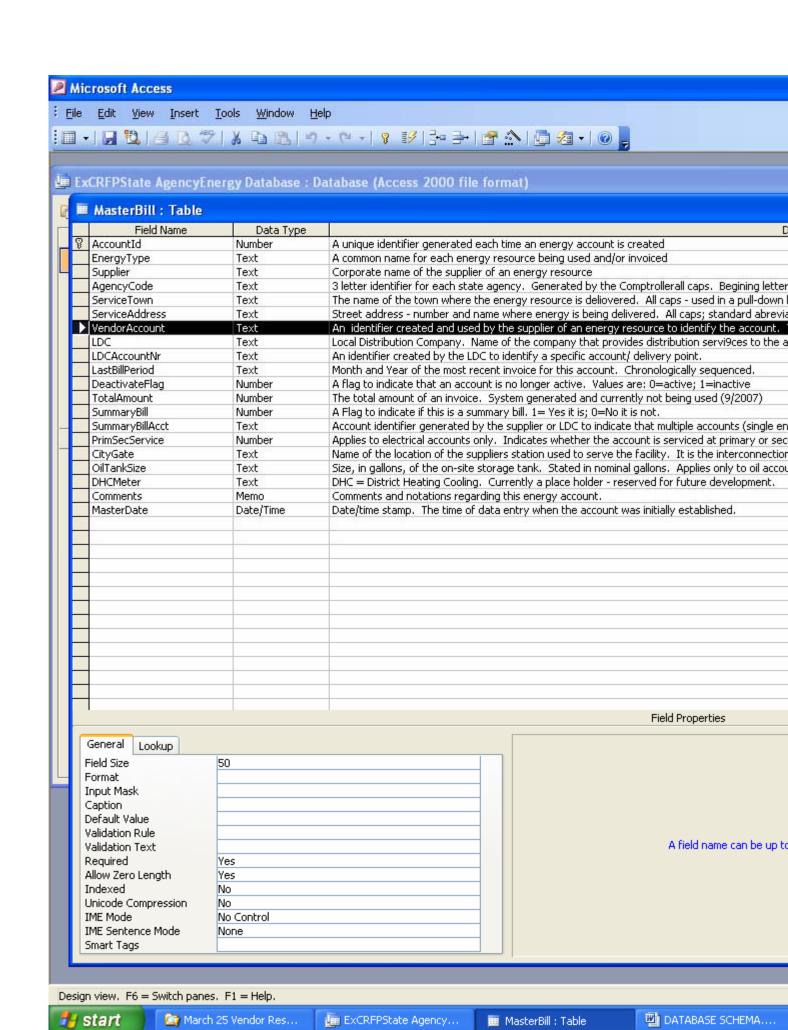


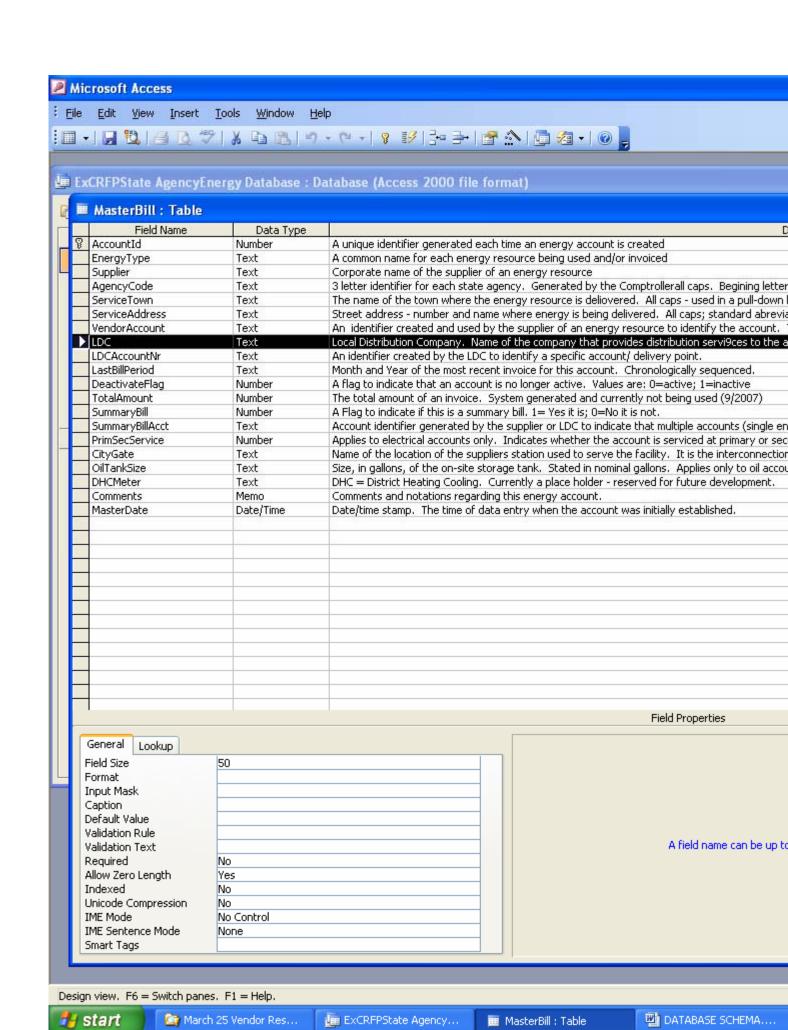


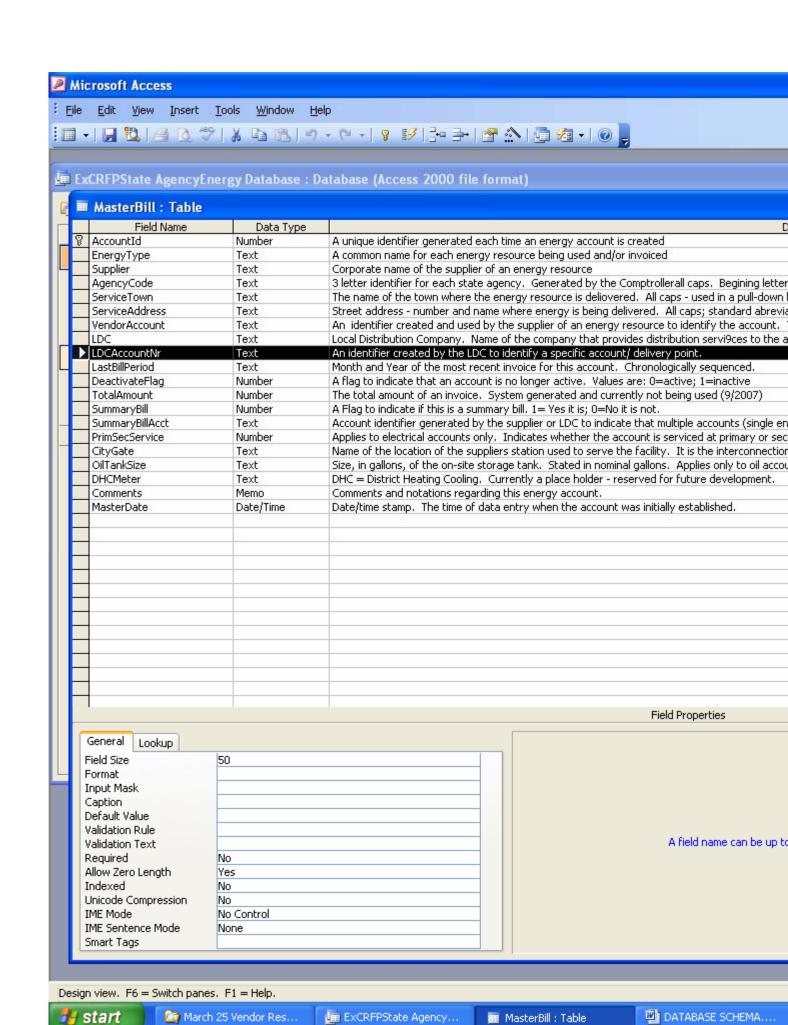


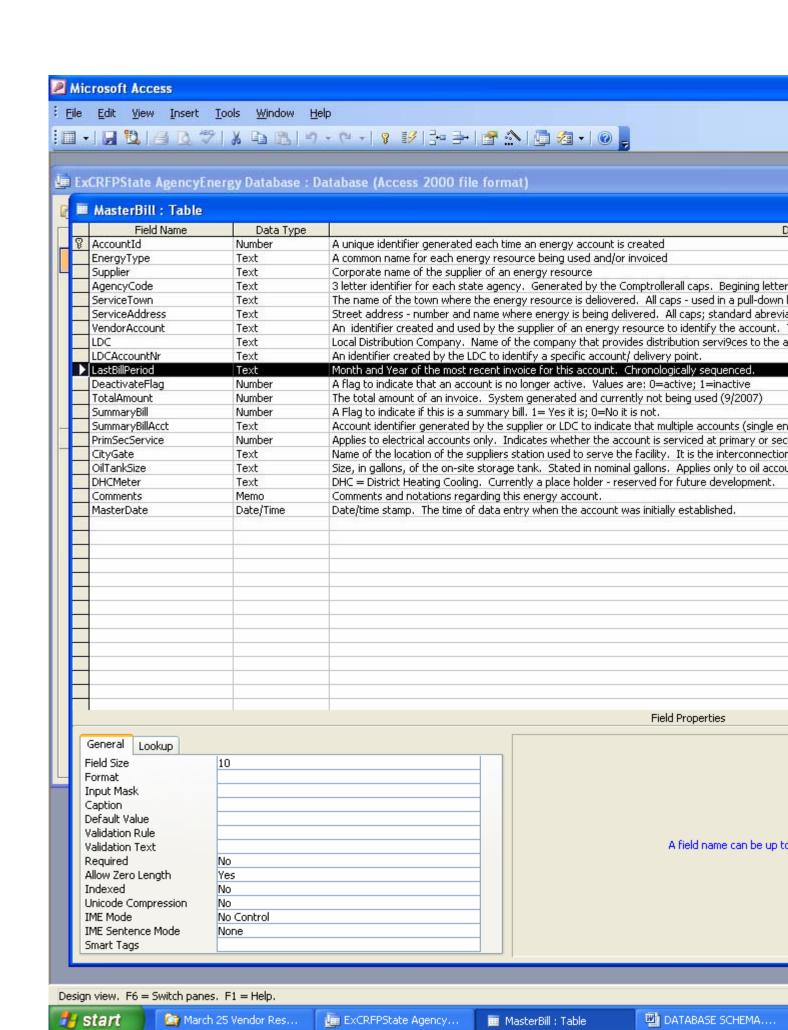


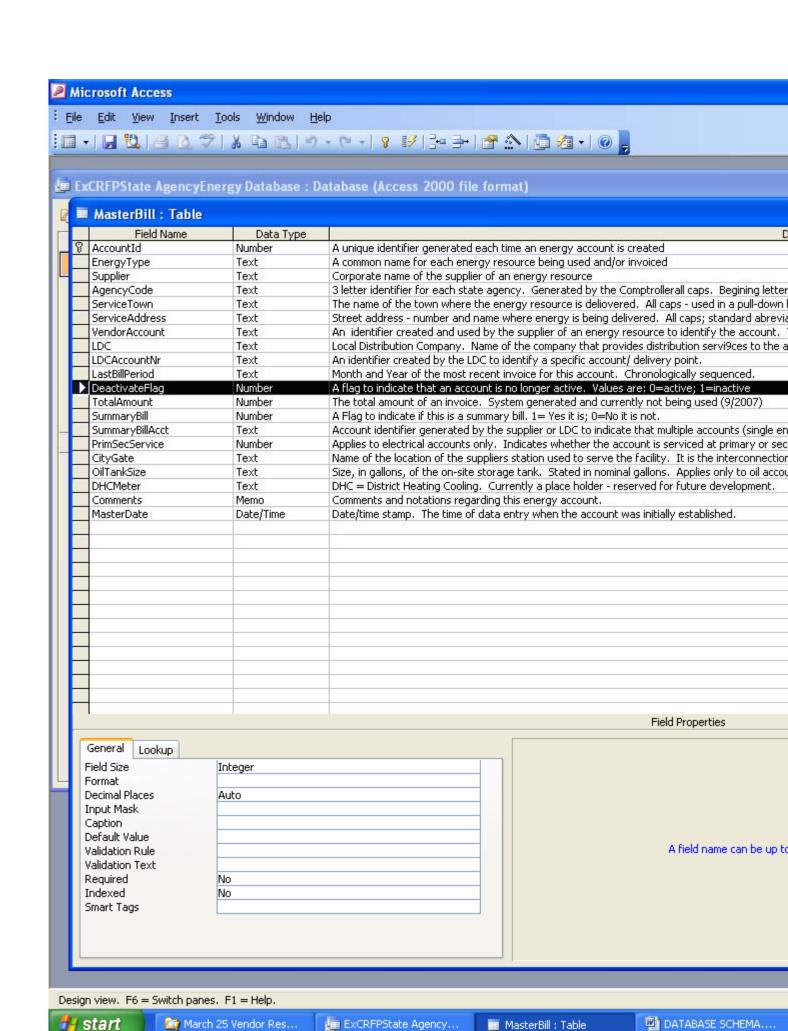


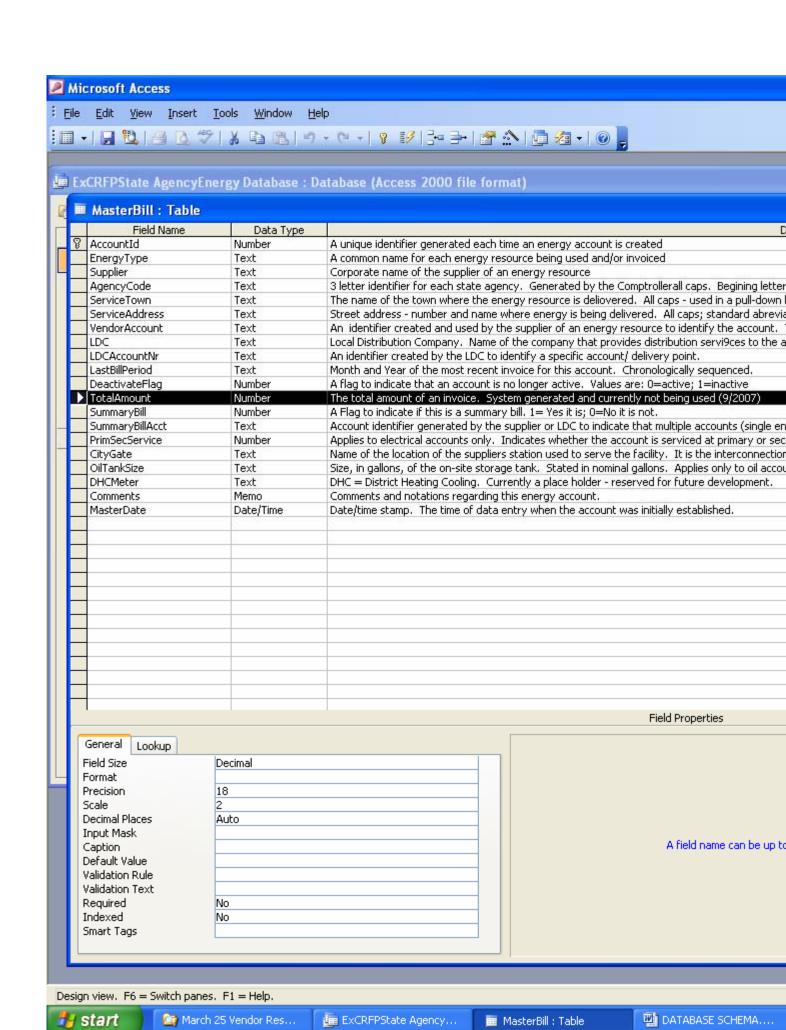


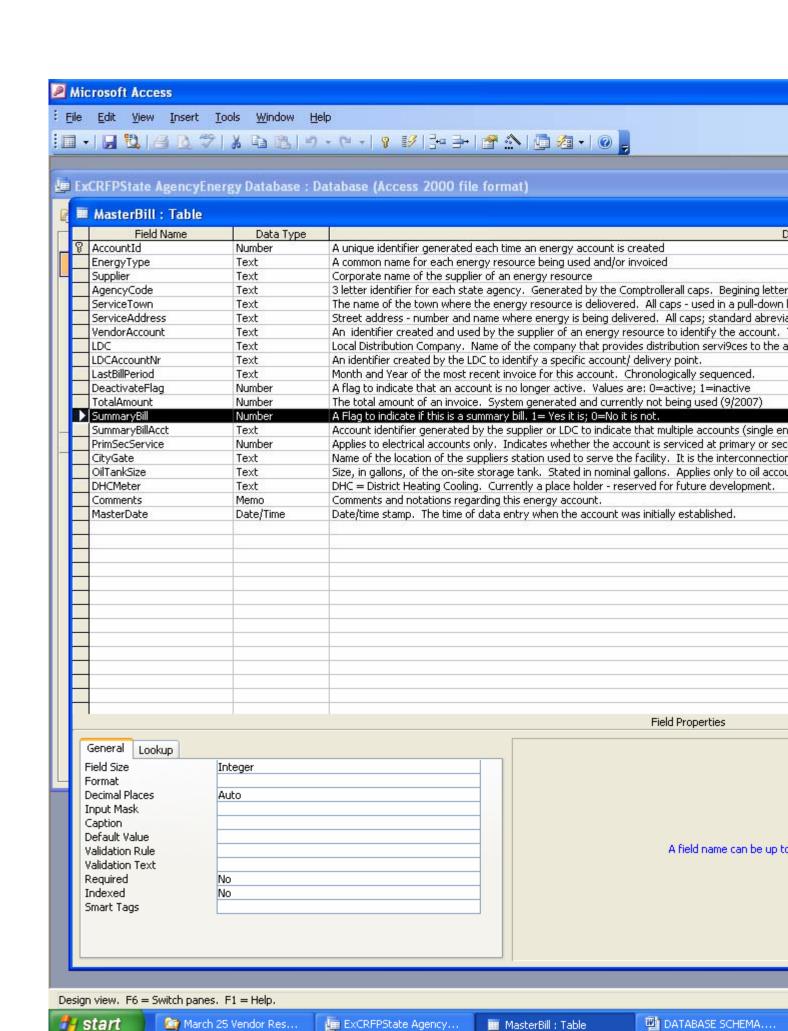


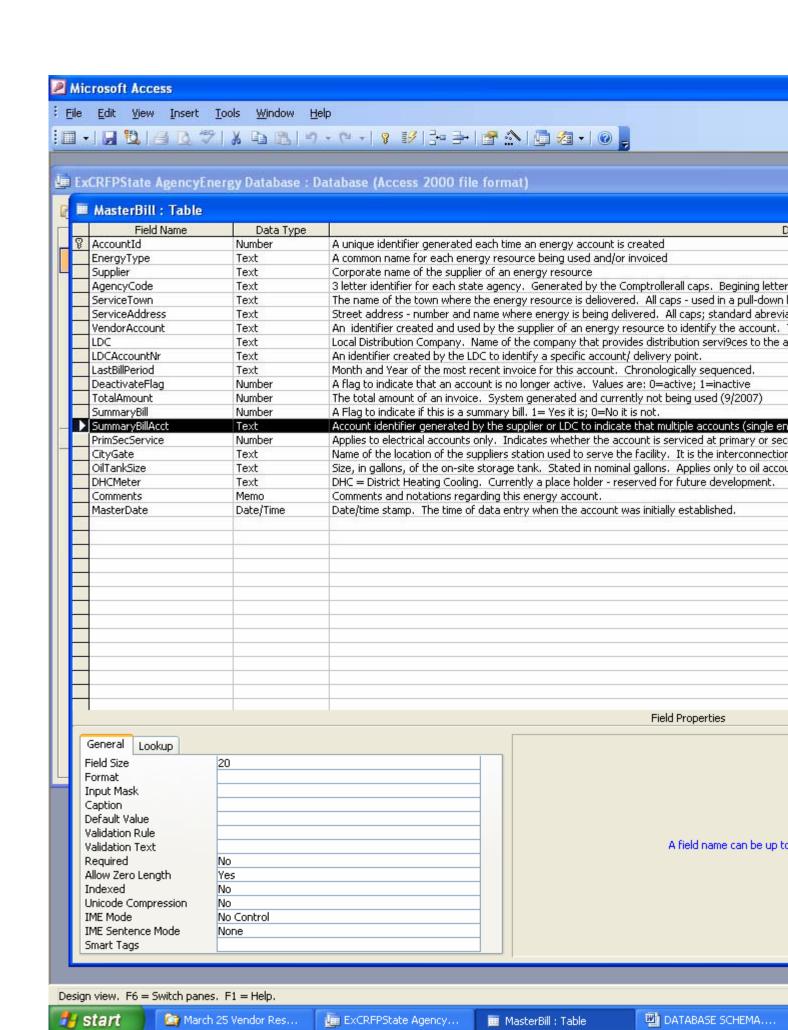


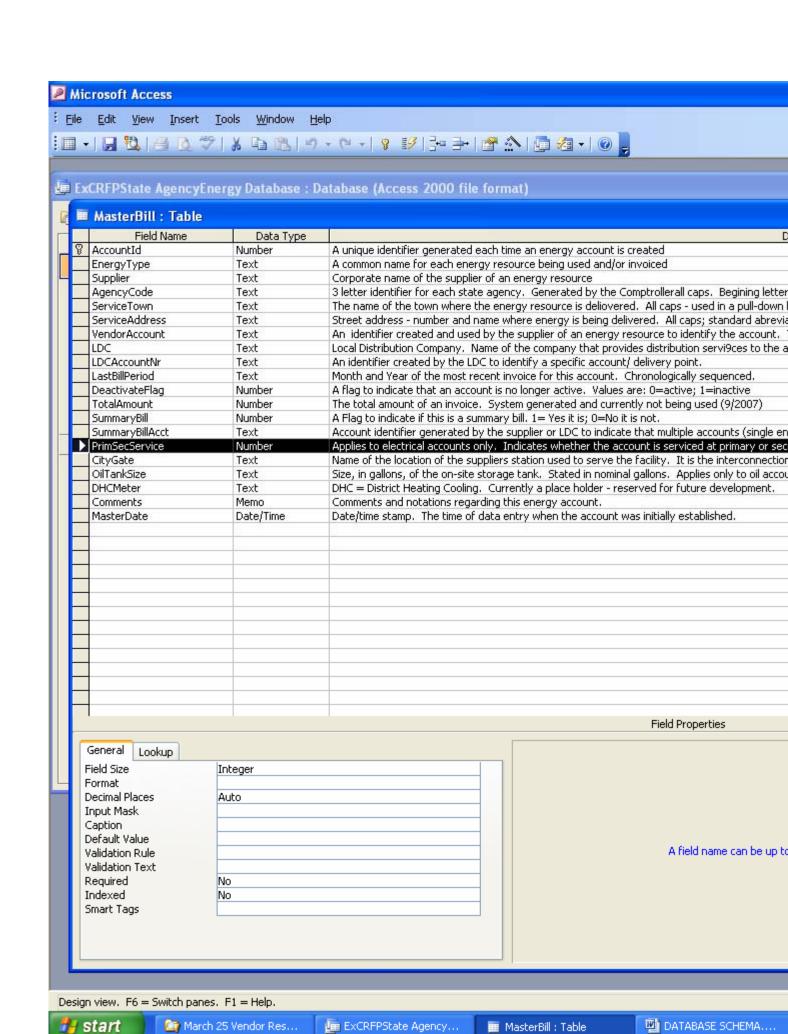


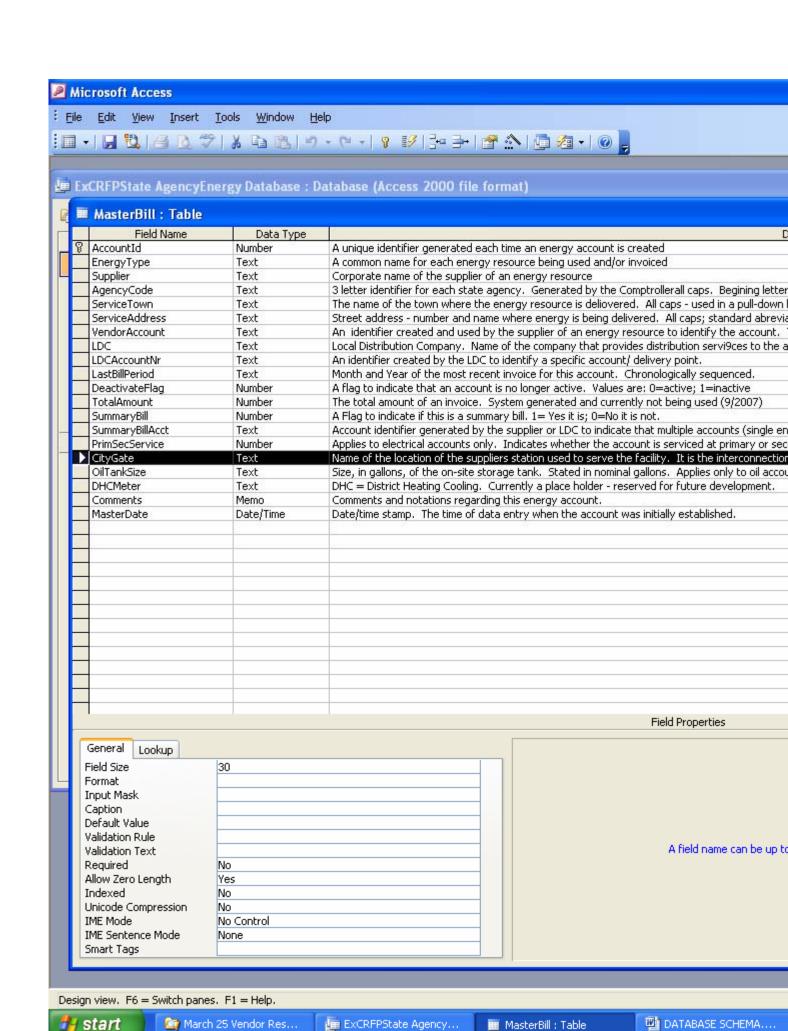


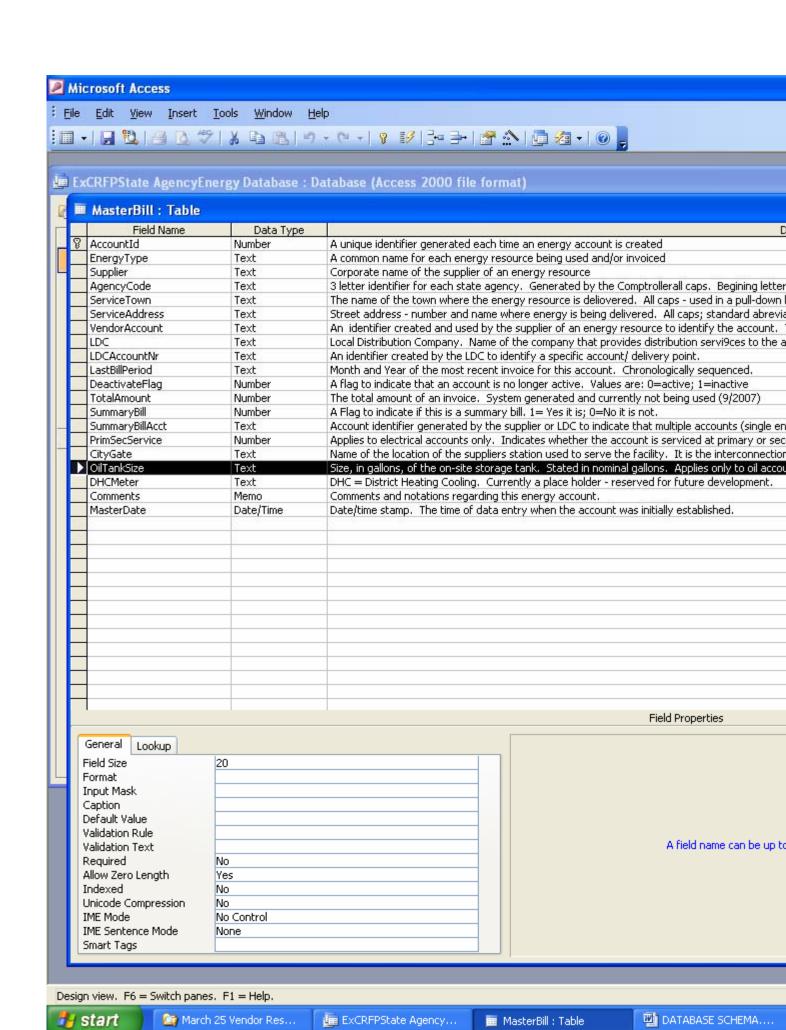


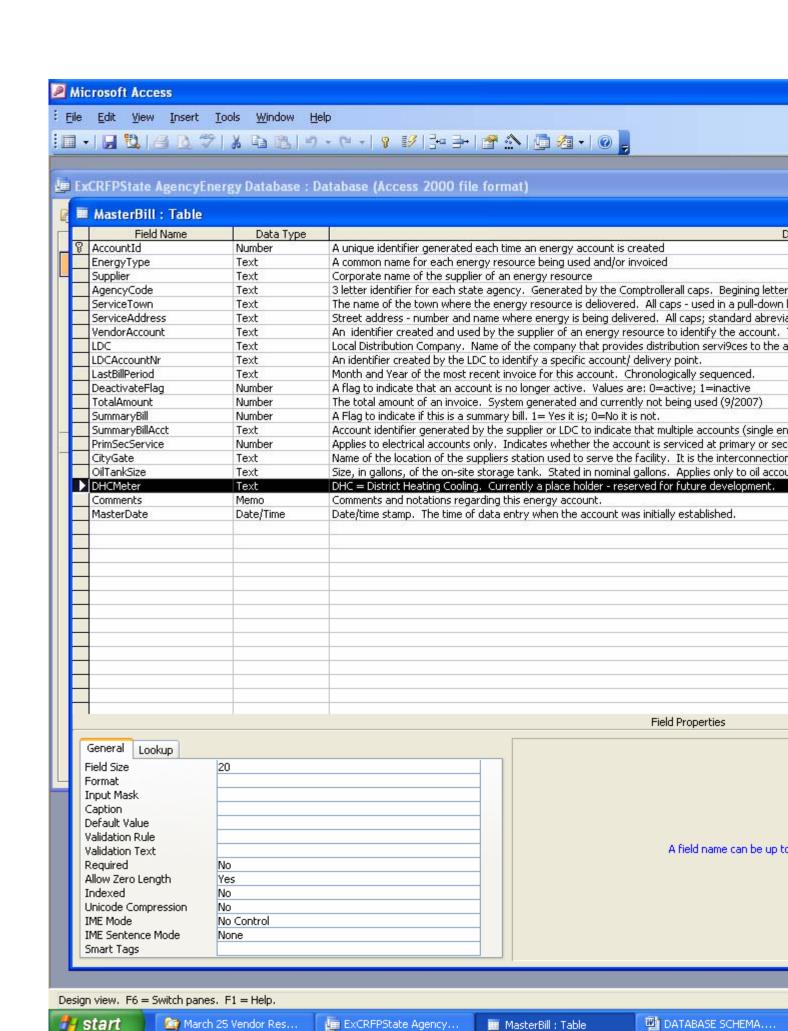


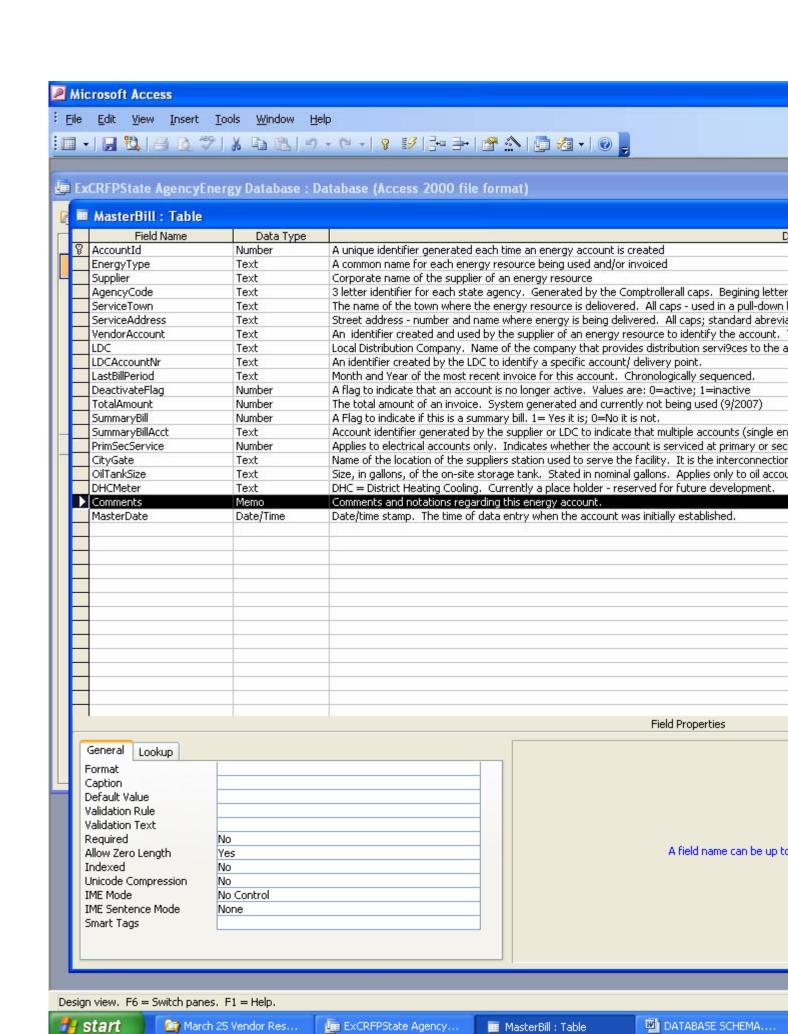


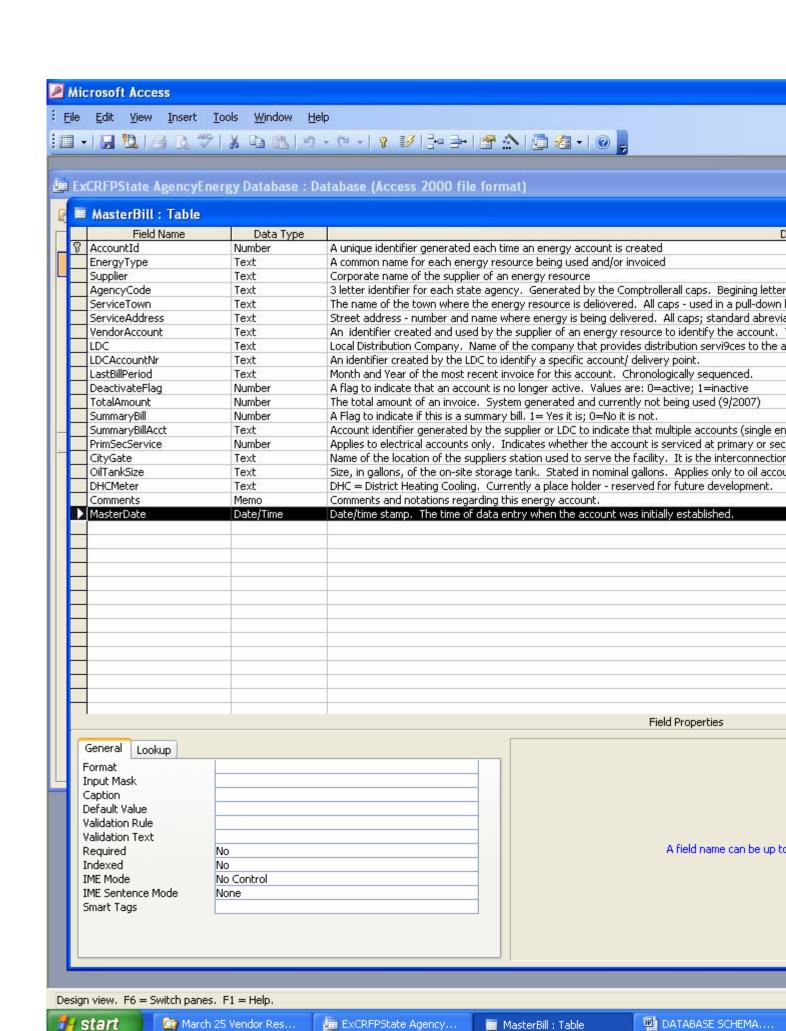


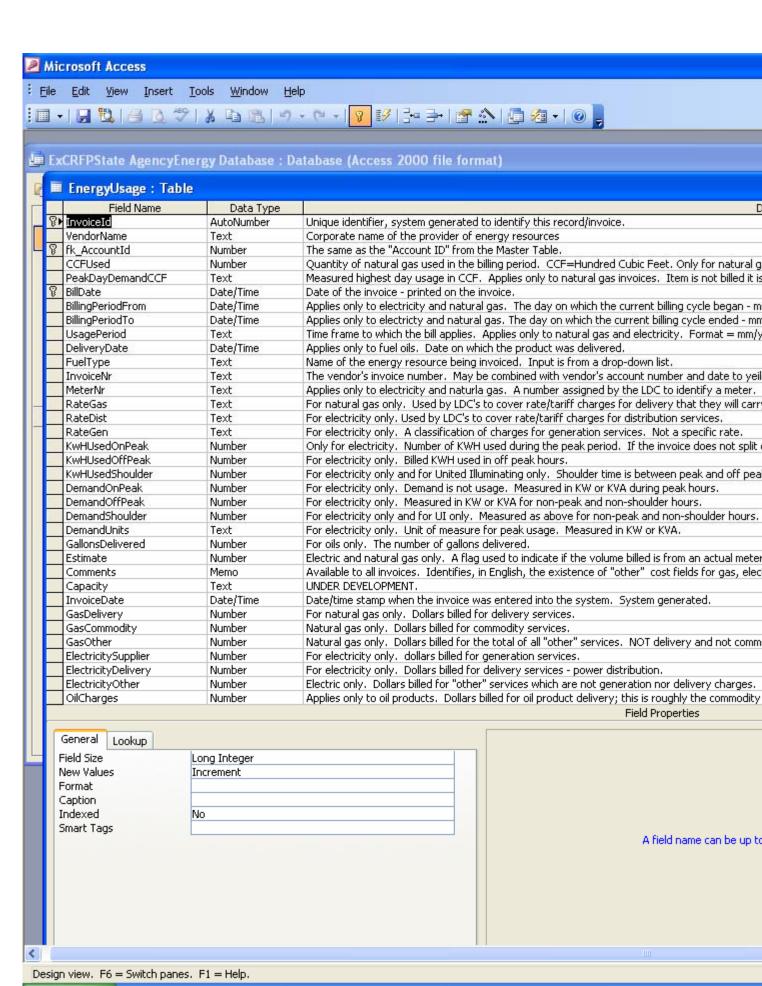










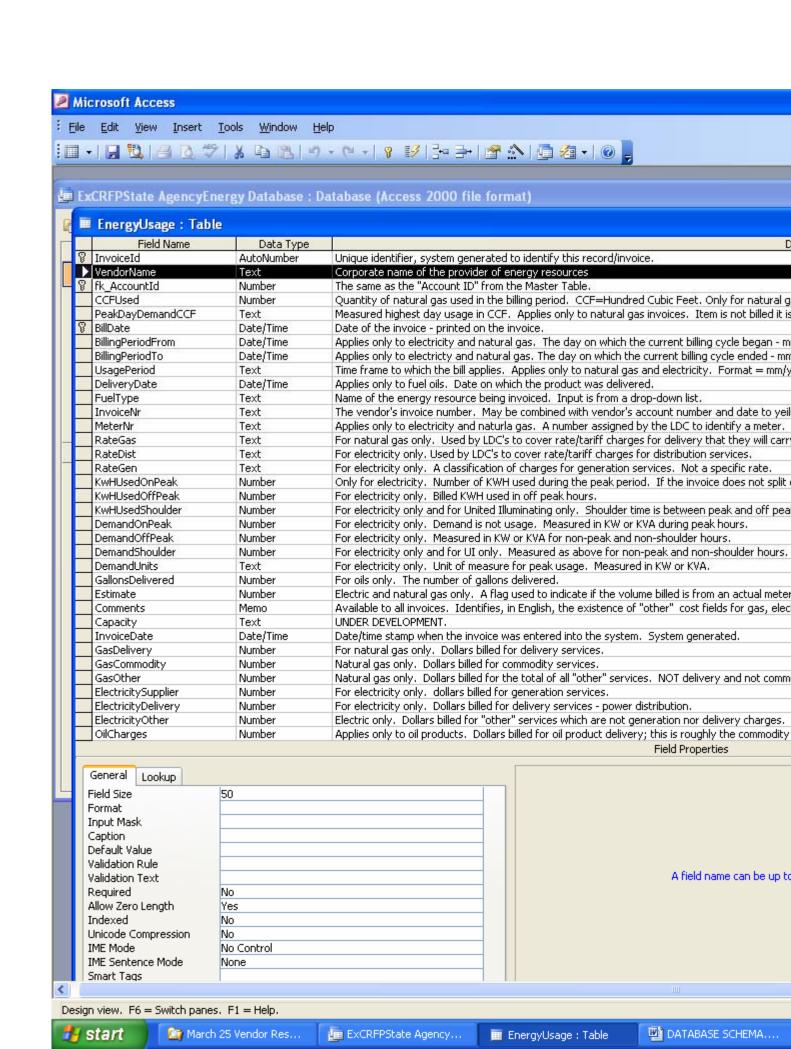


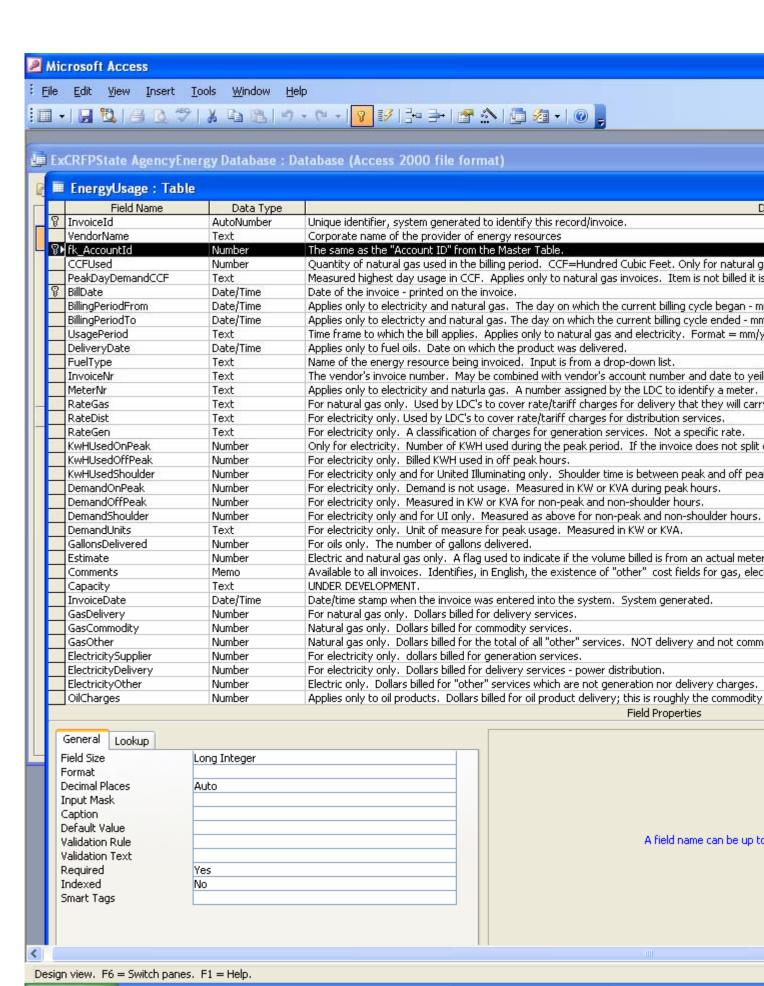
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🎑 March 25 Vendor Res...

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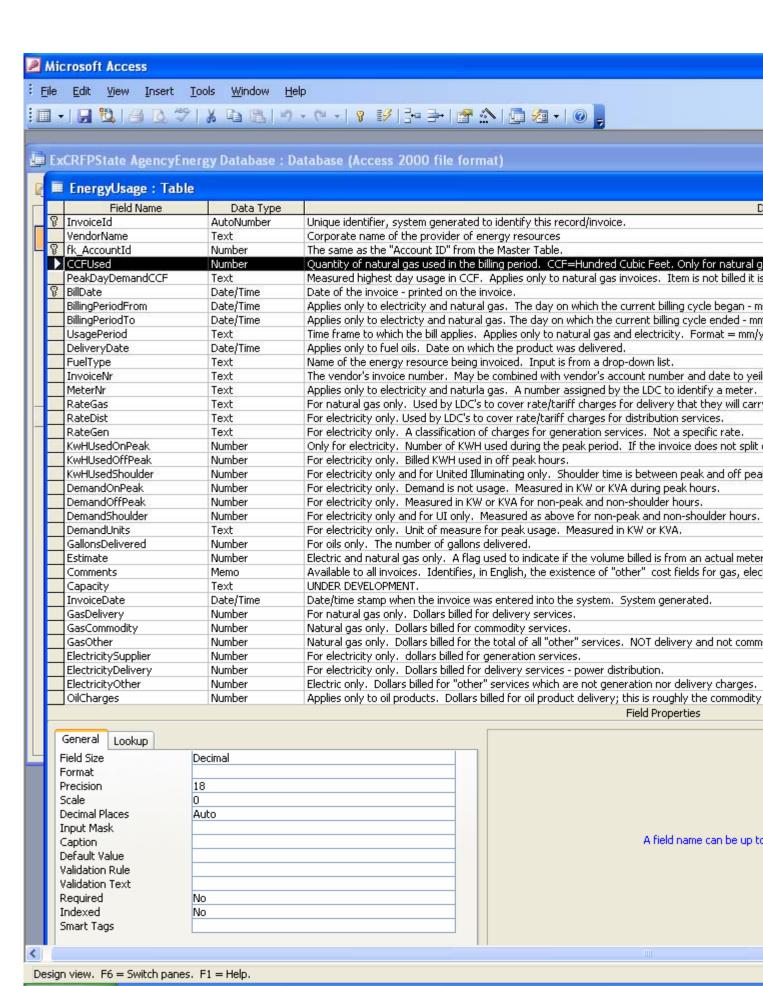


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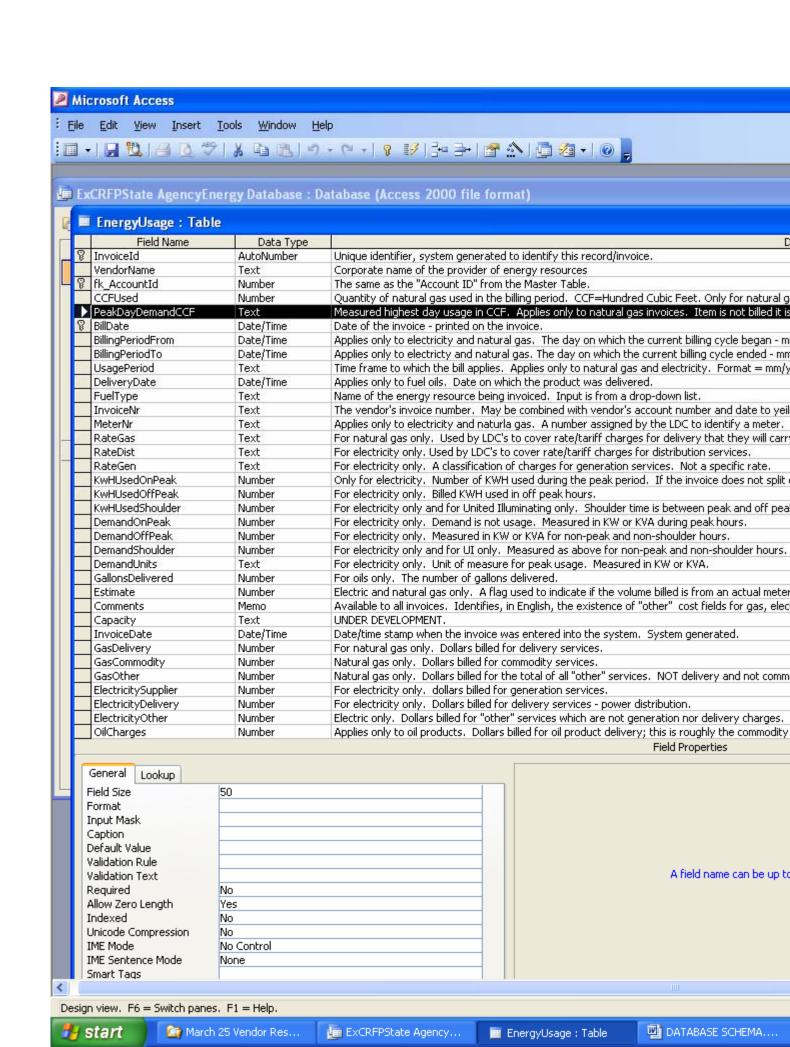
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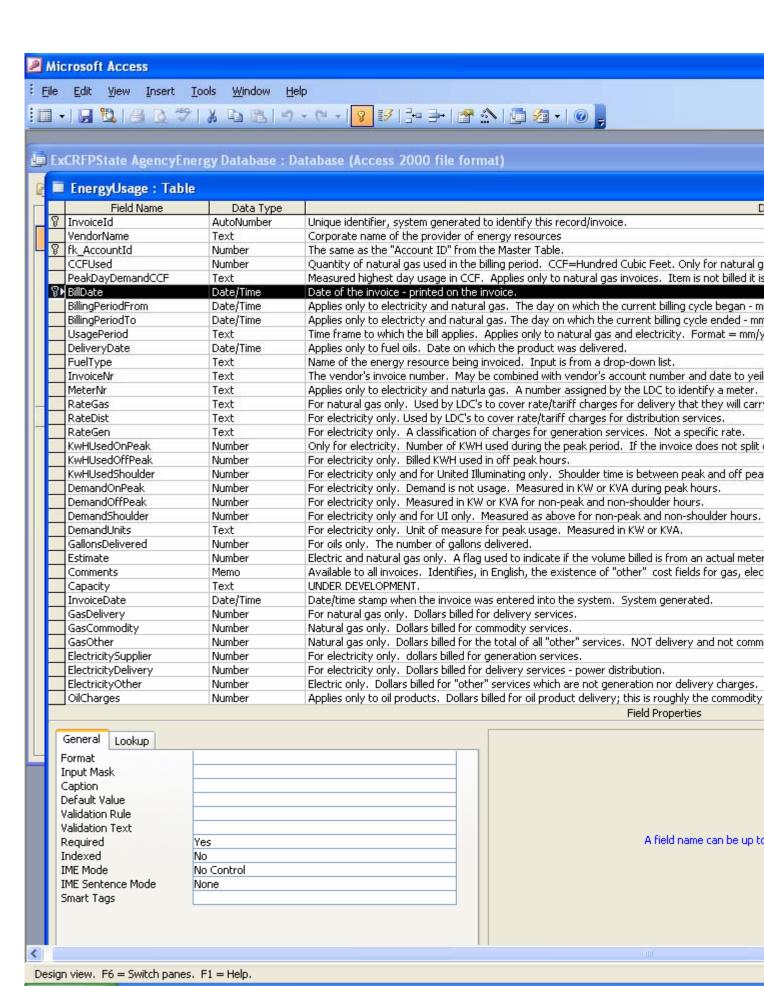
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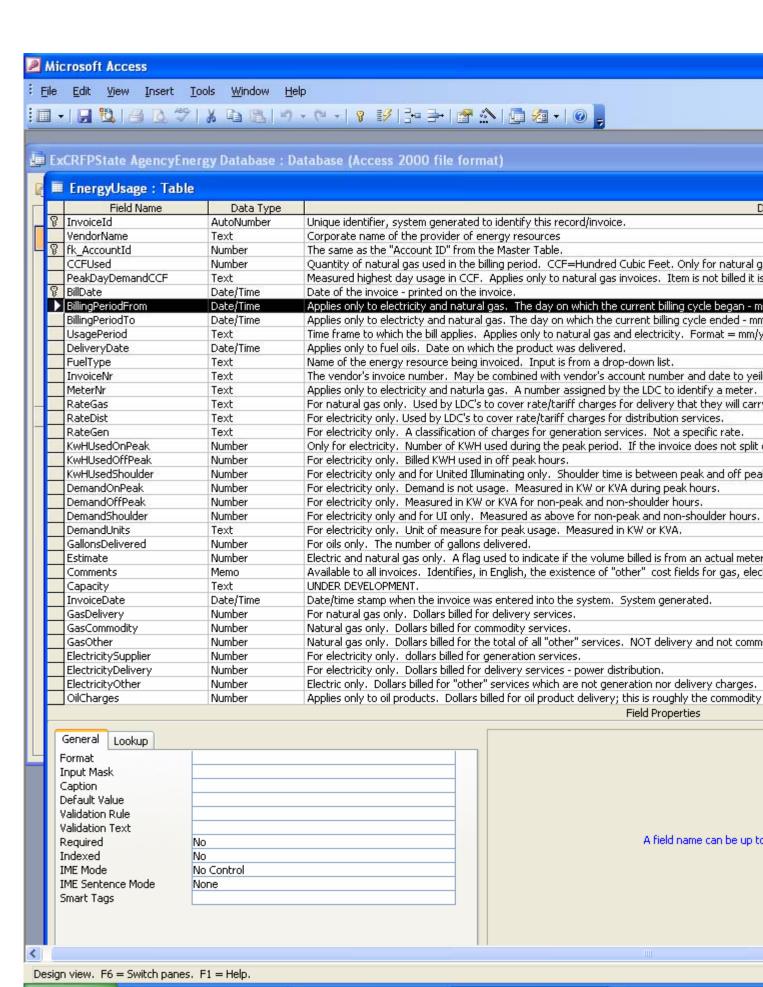


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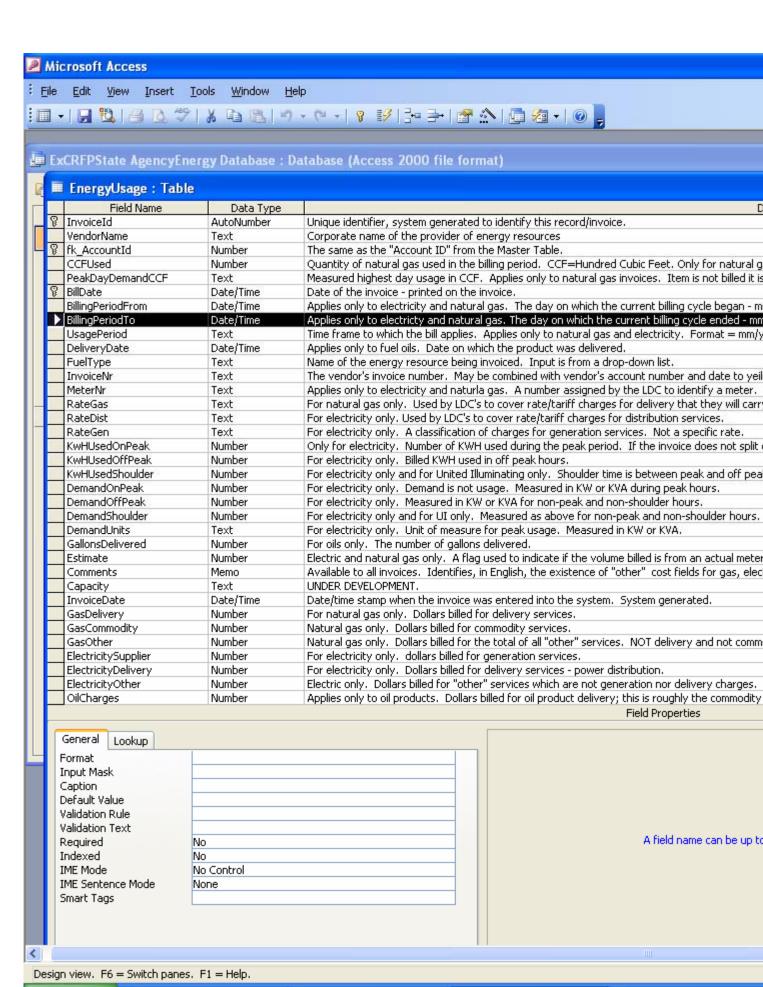
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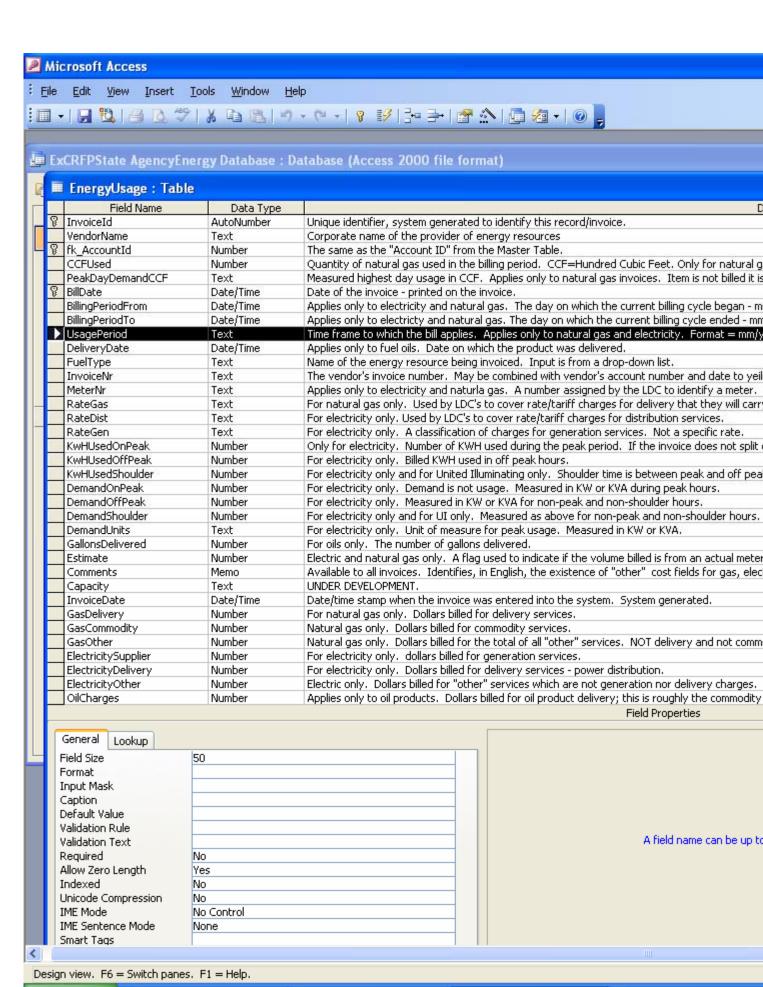


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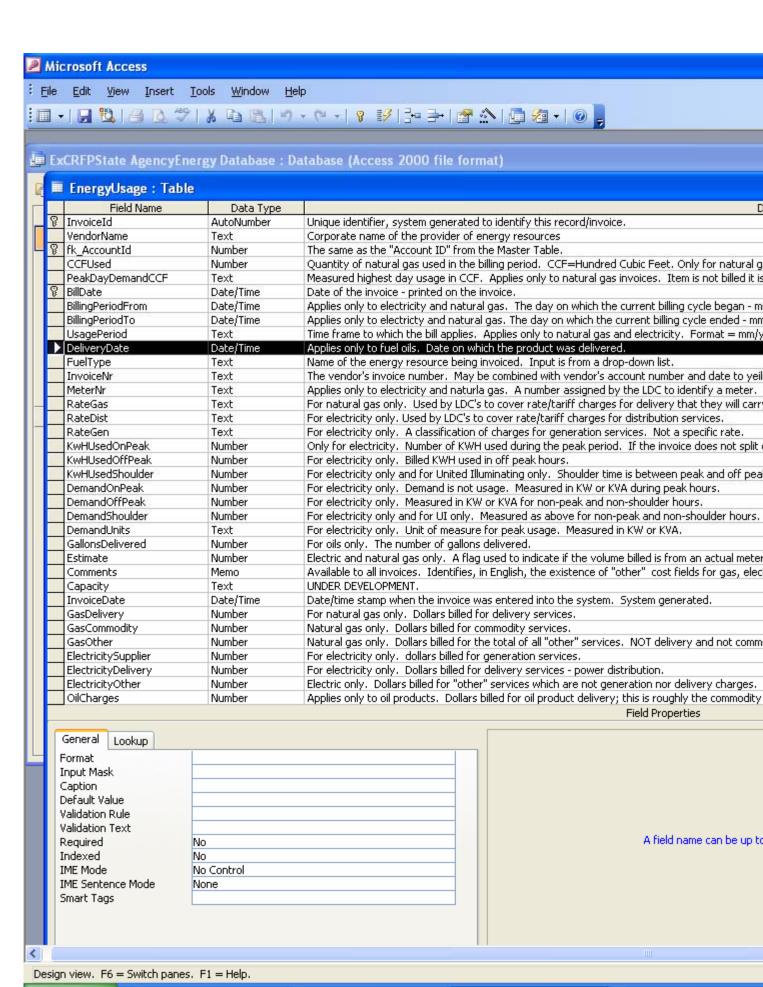


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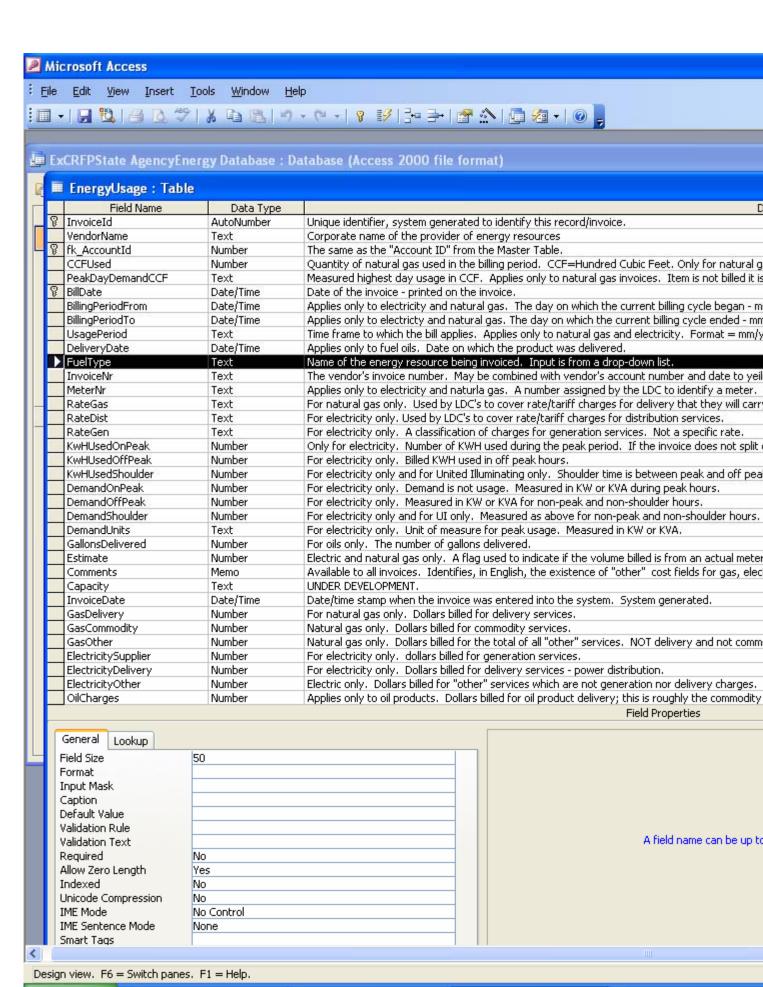
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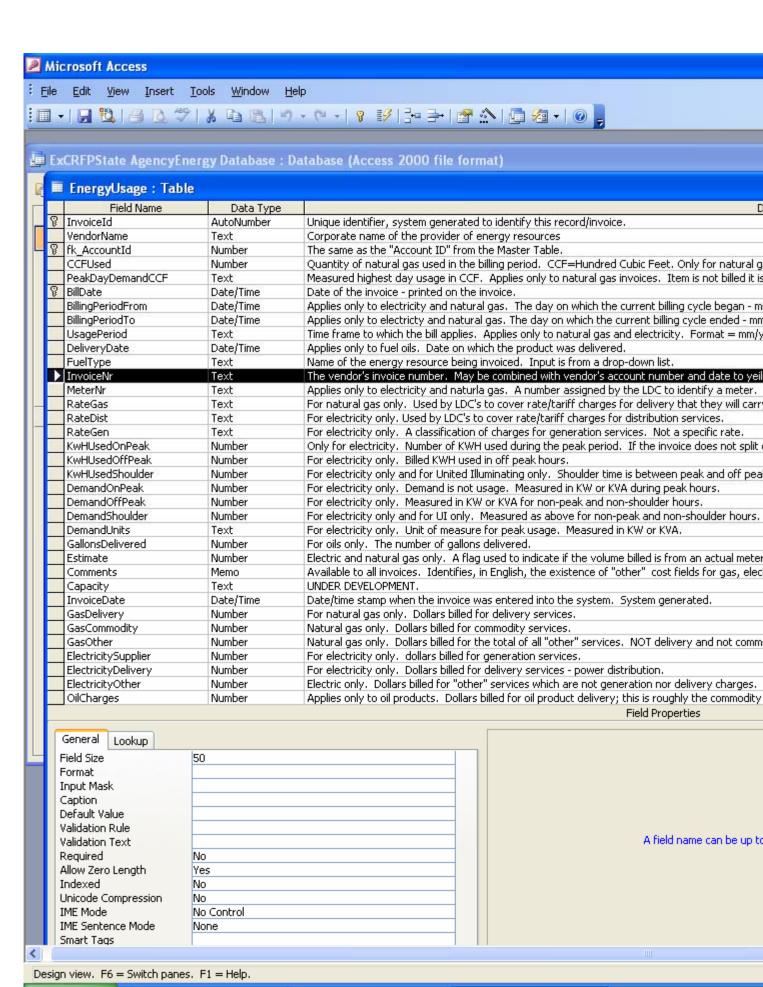
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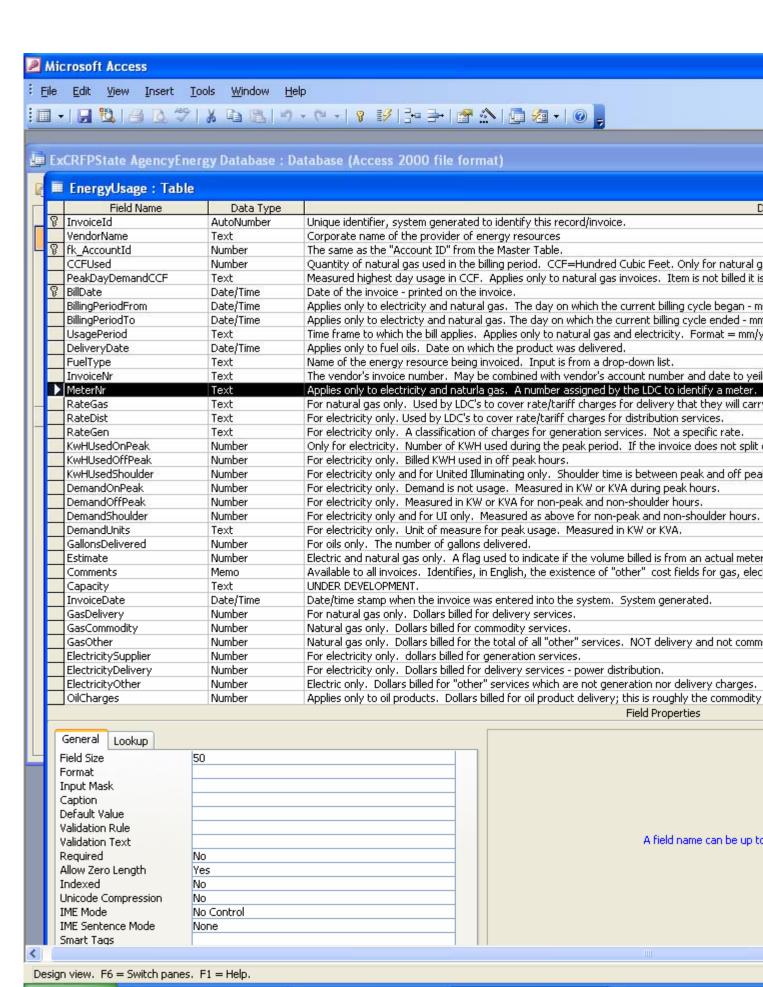
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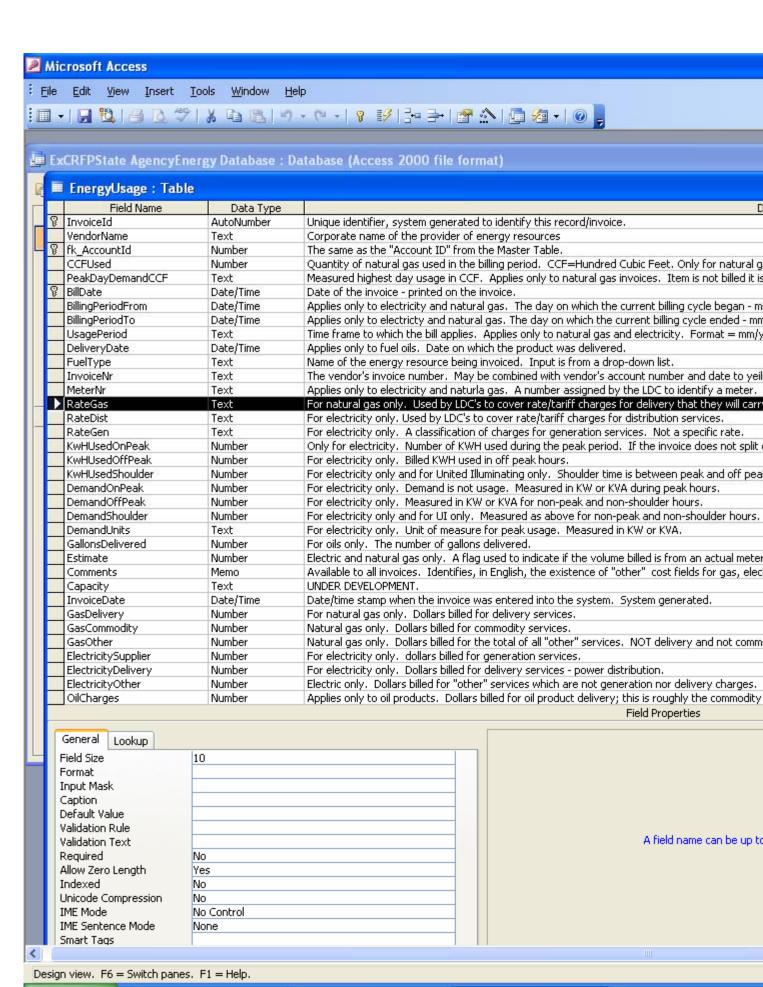
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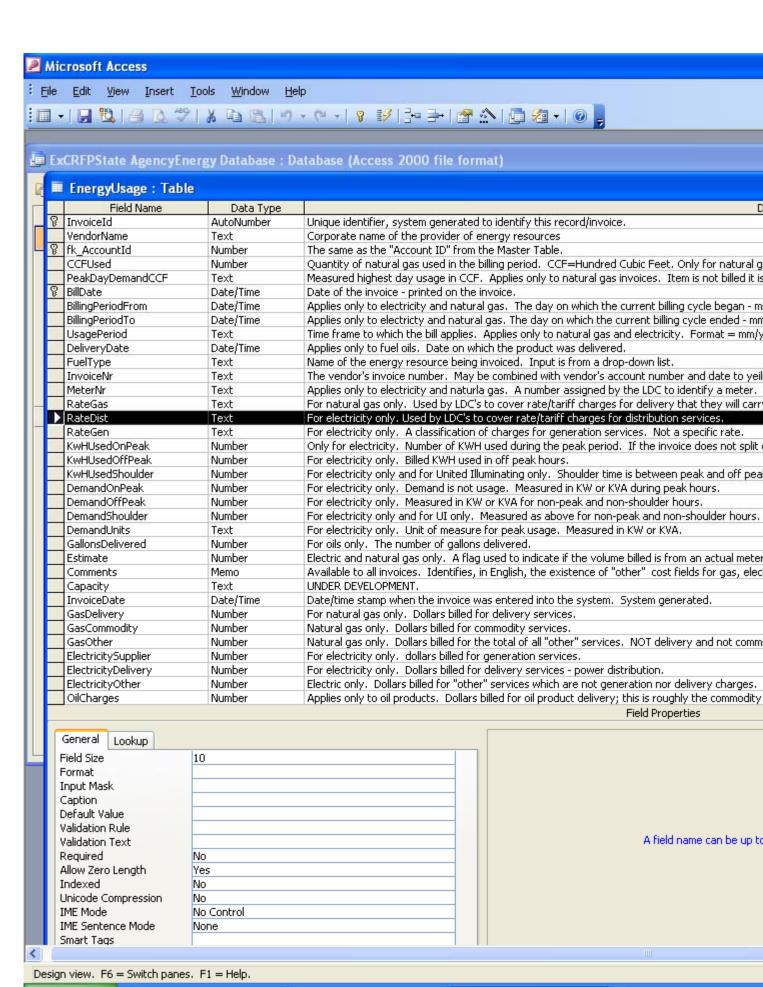
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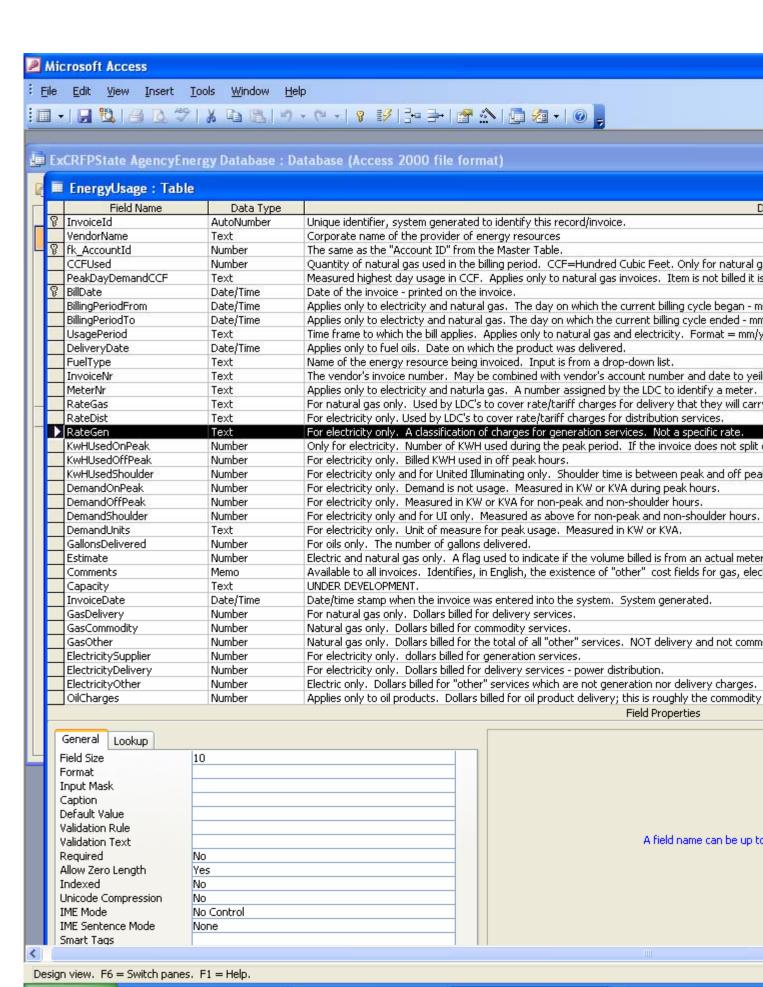
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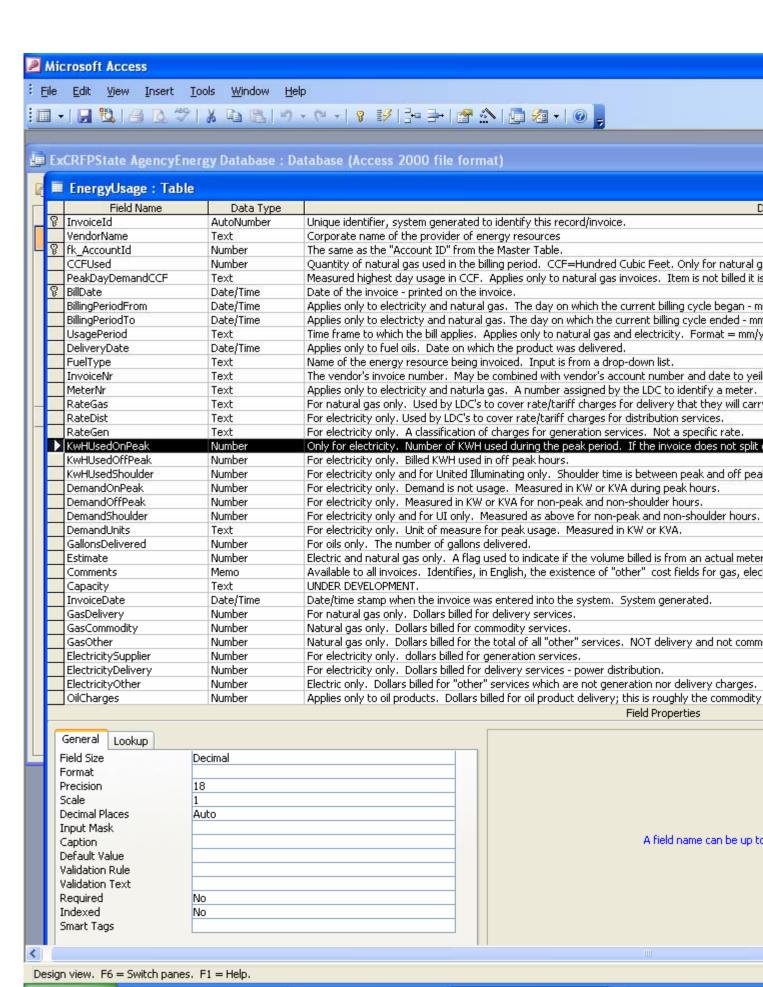
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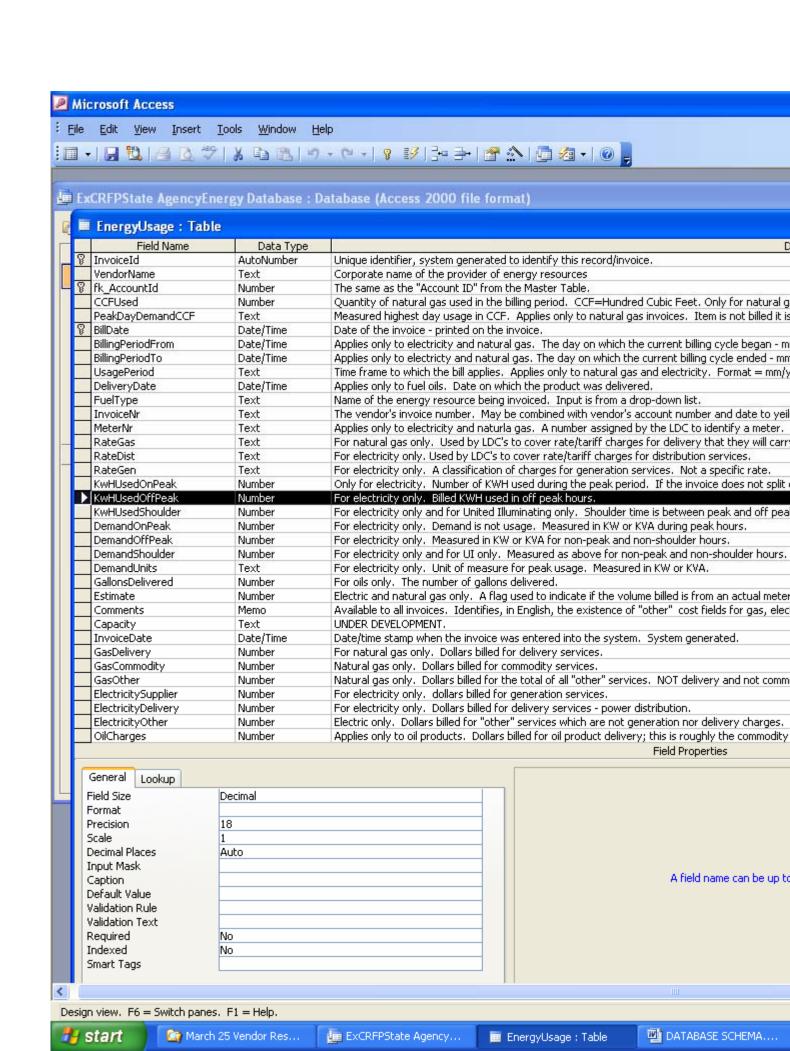
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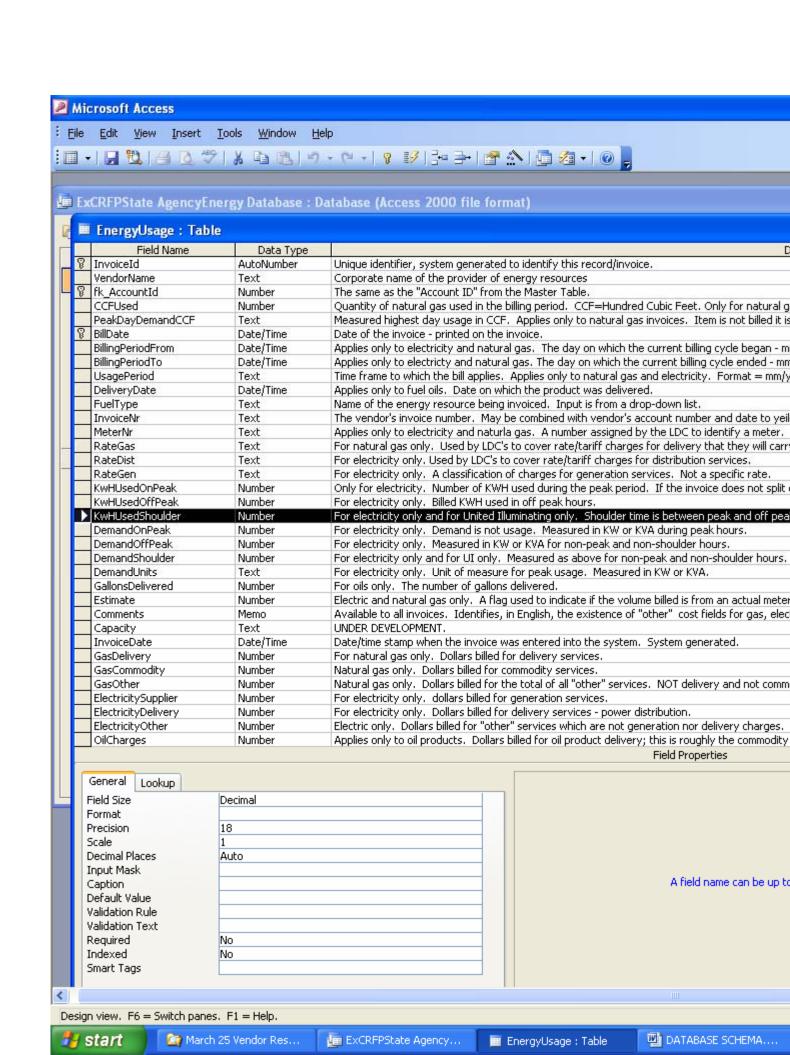
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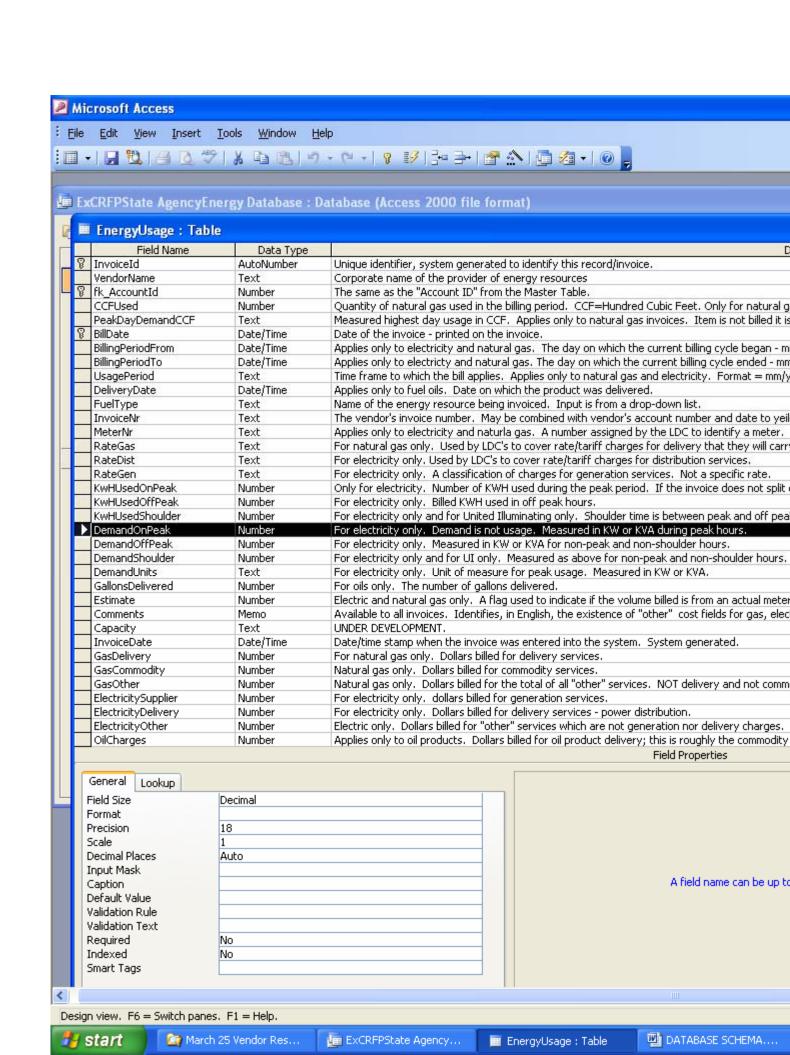


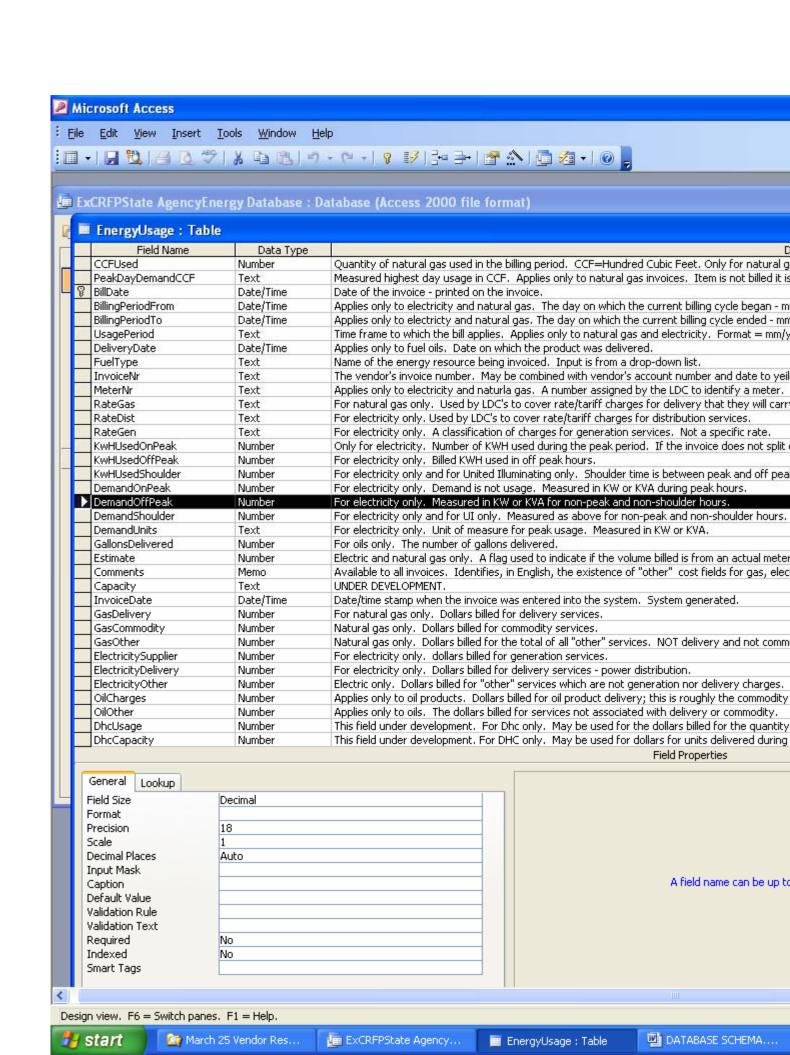
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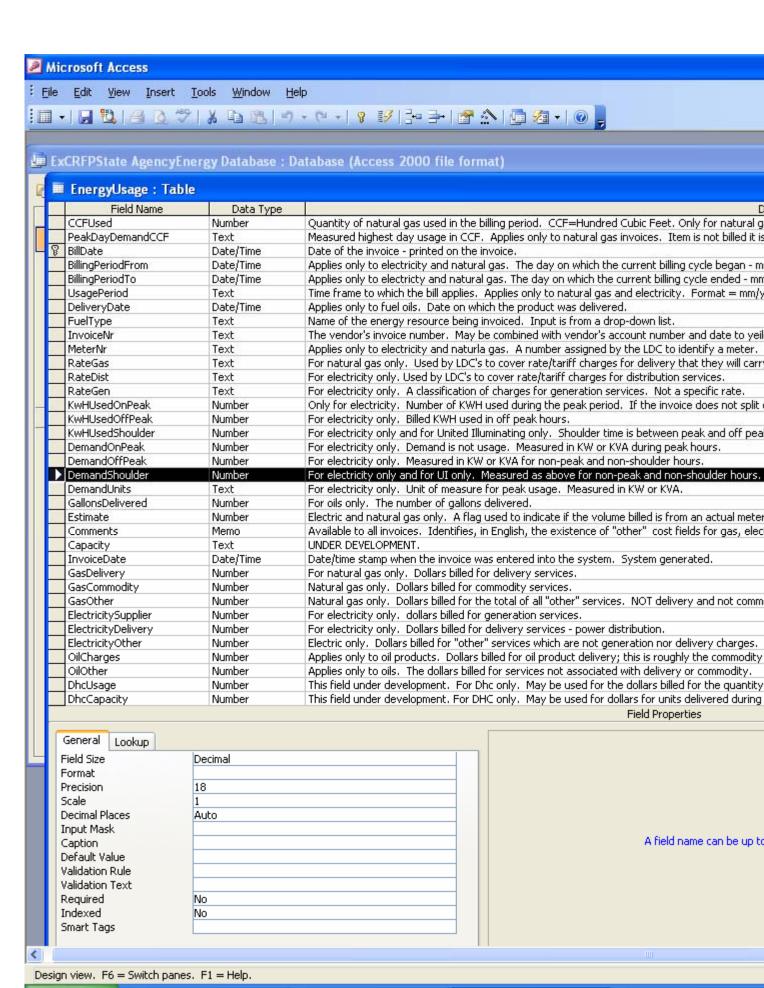
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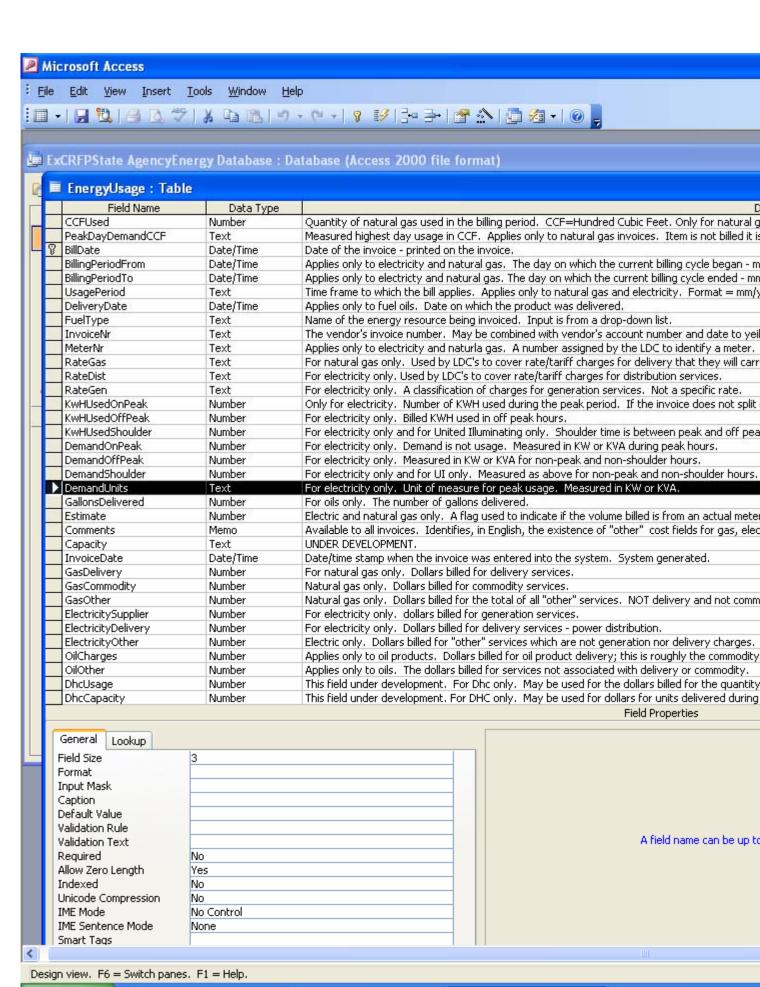






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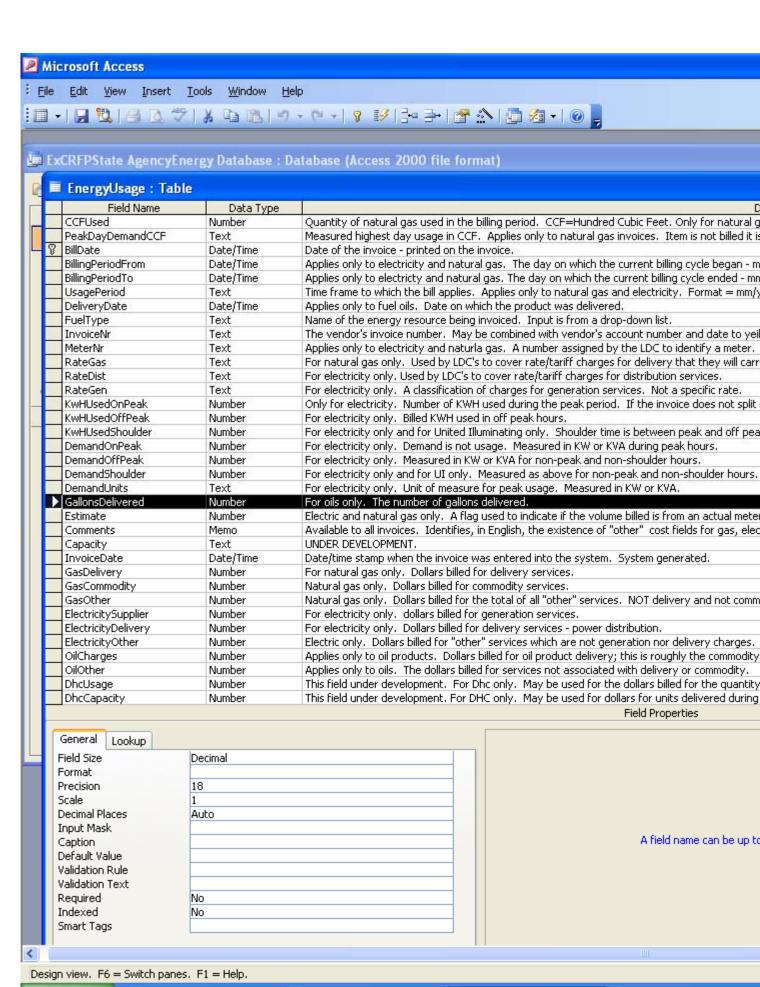


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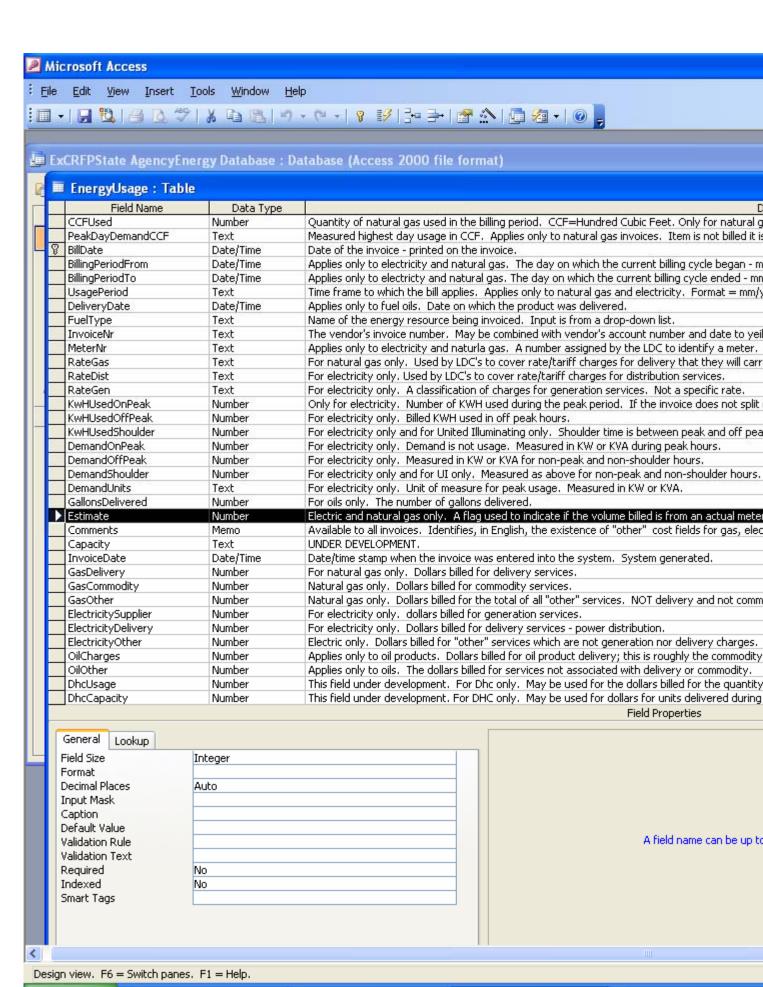


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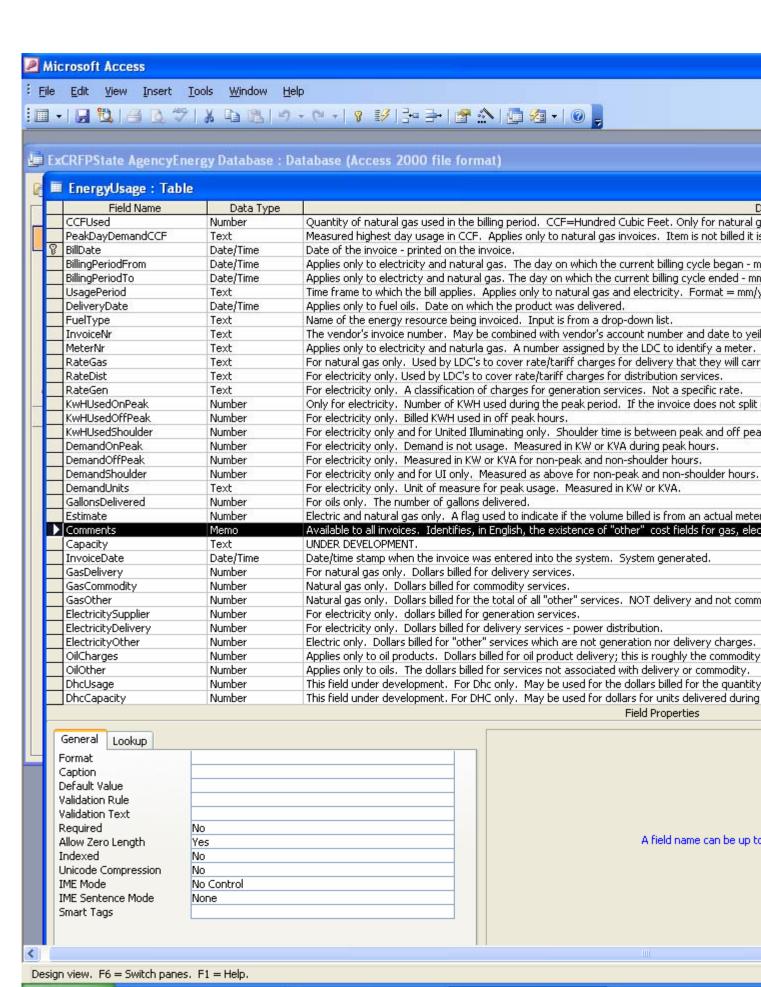
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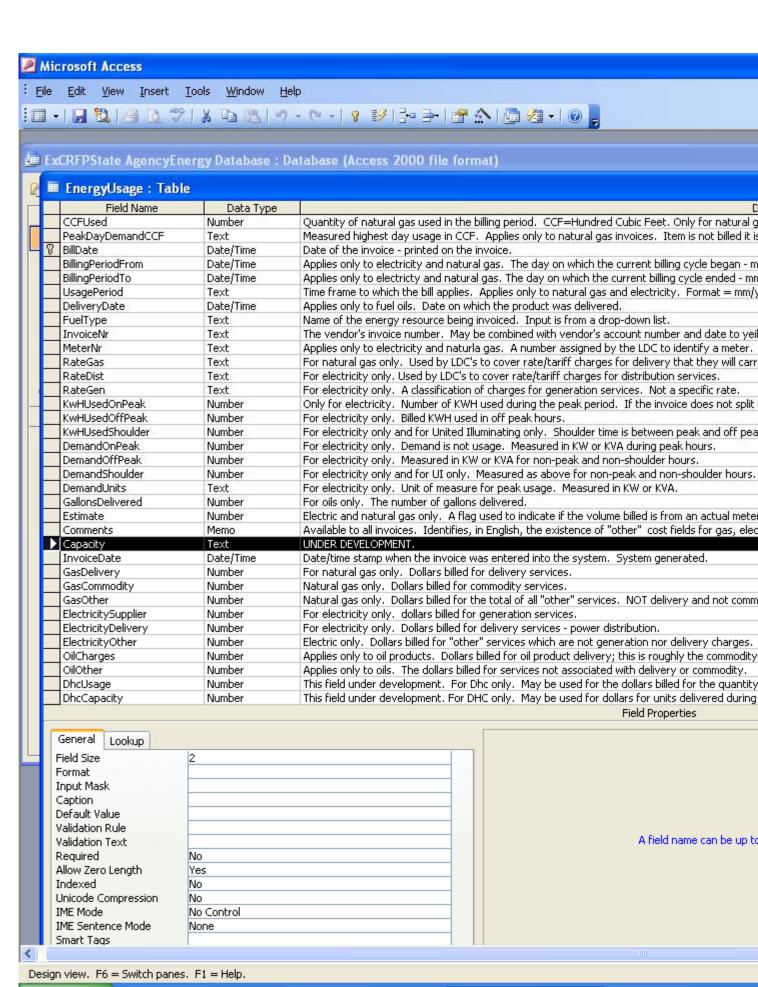
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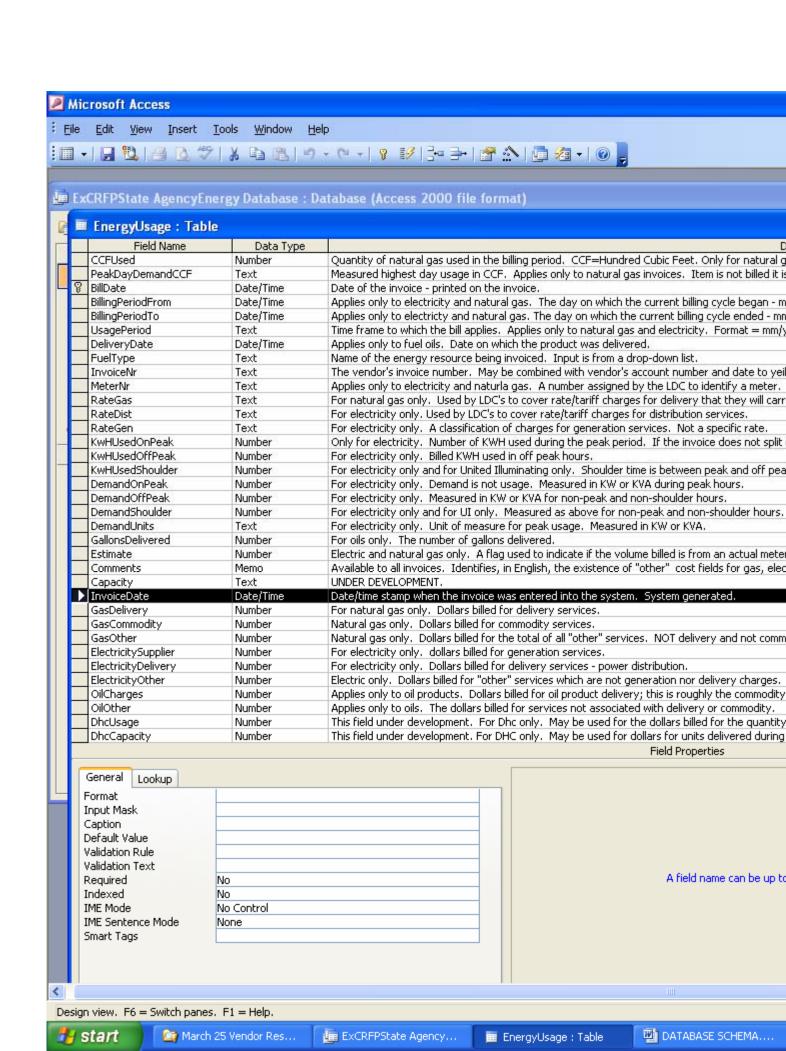
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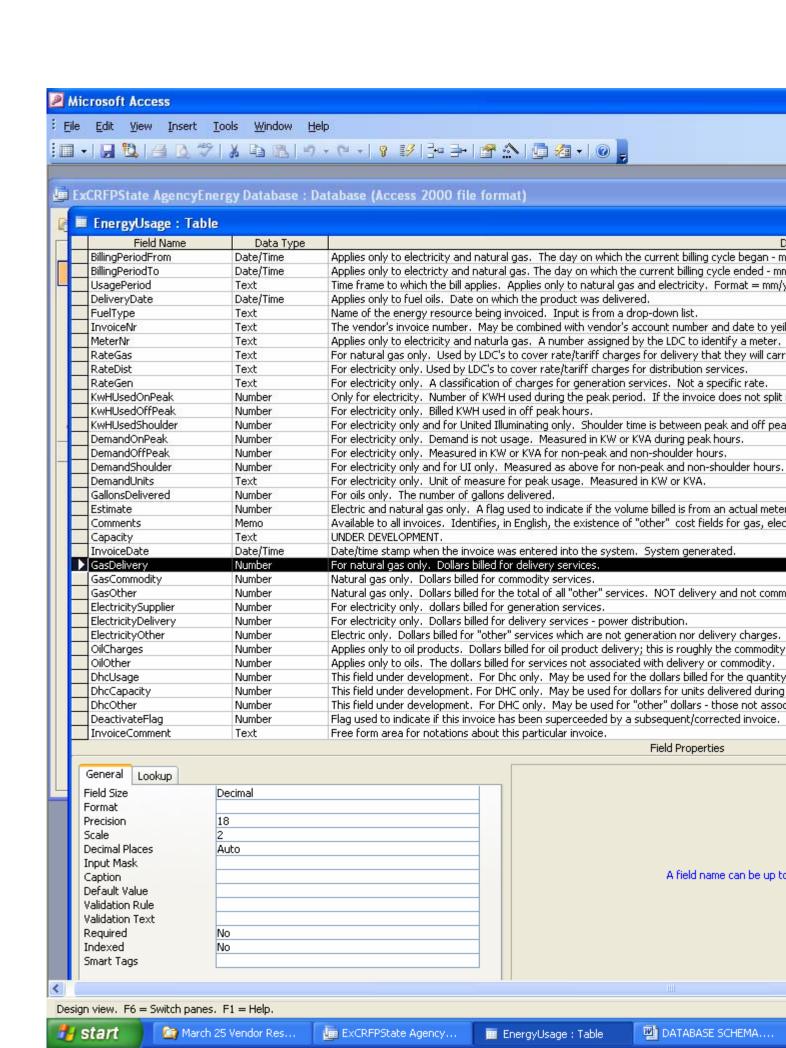
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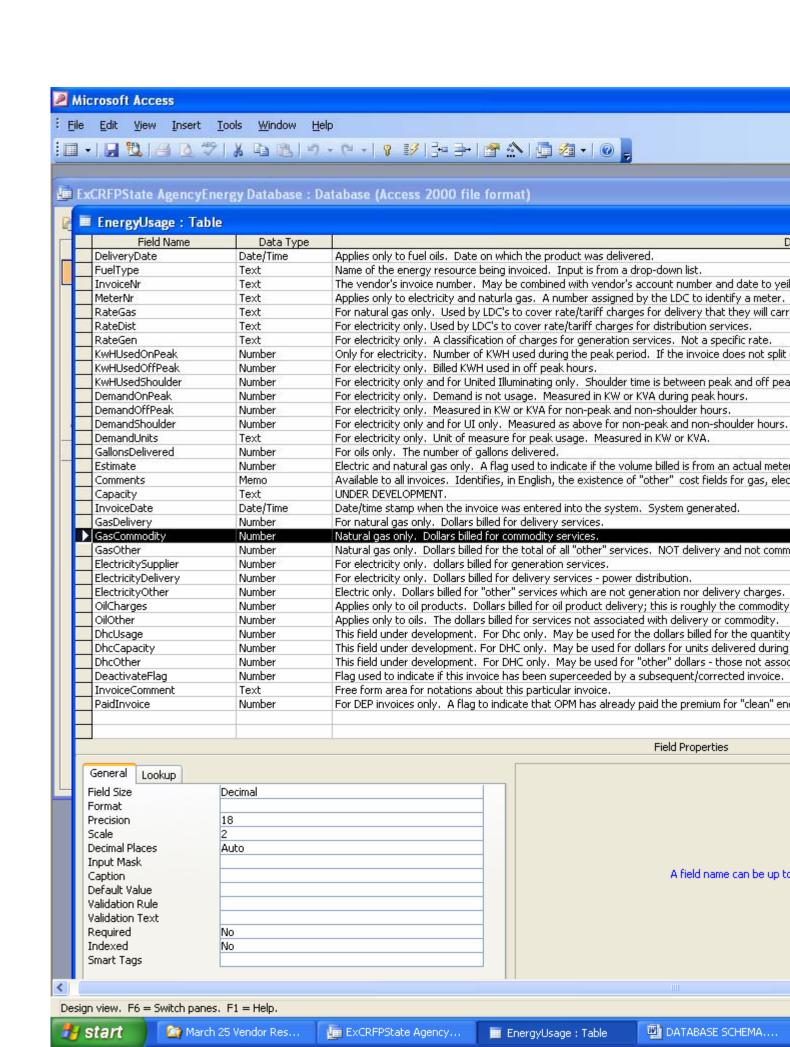


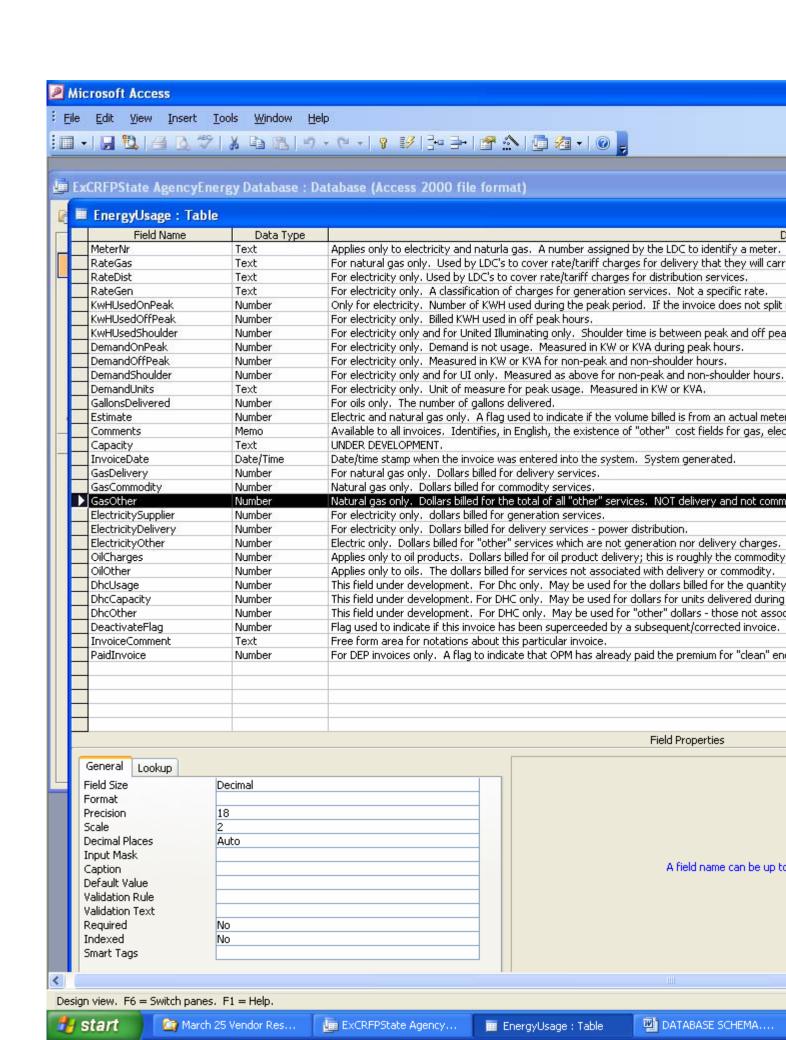
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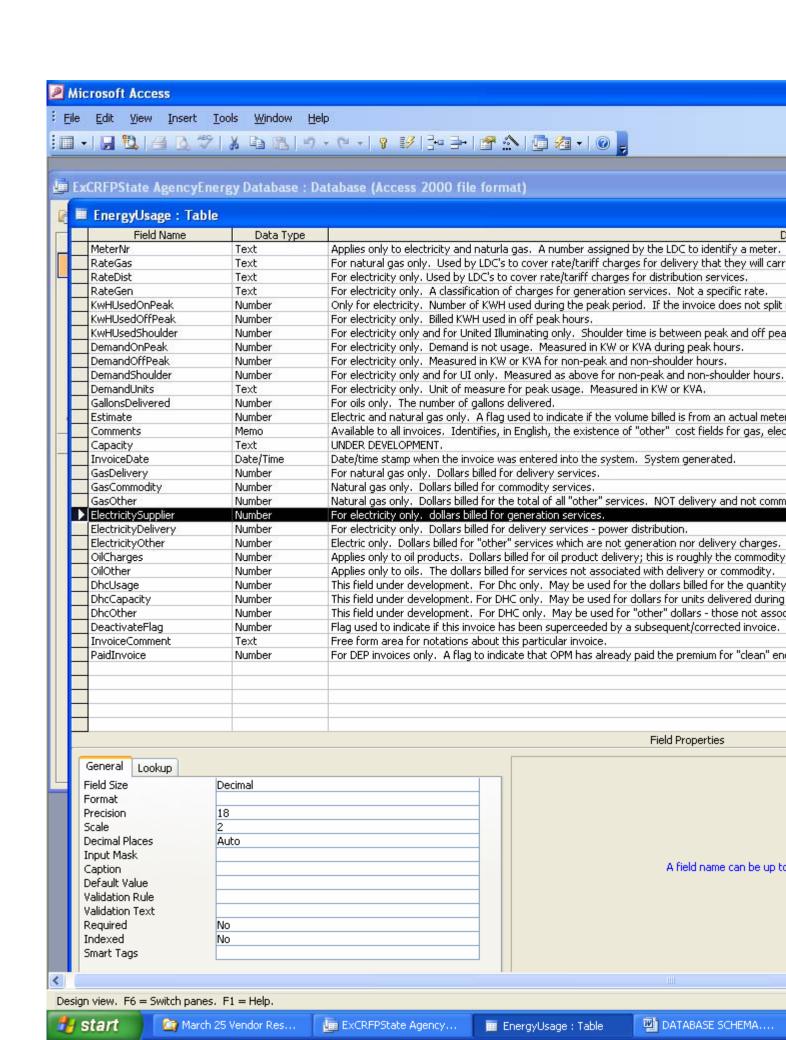
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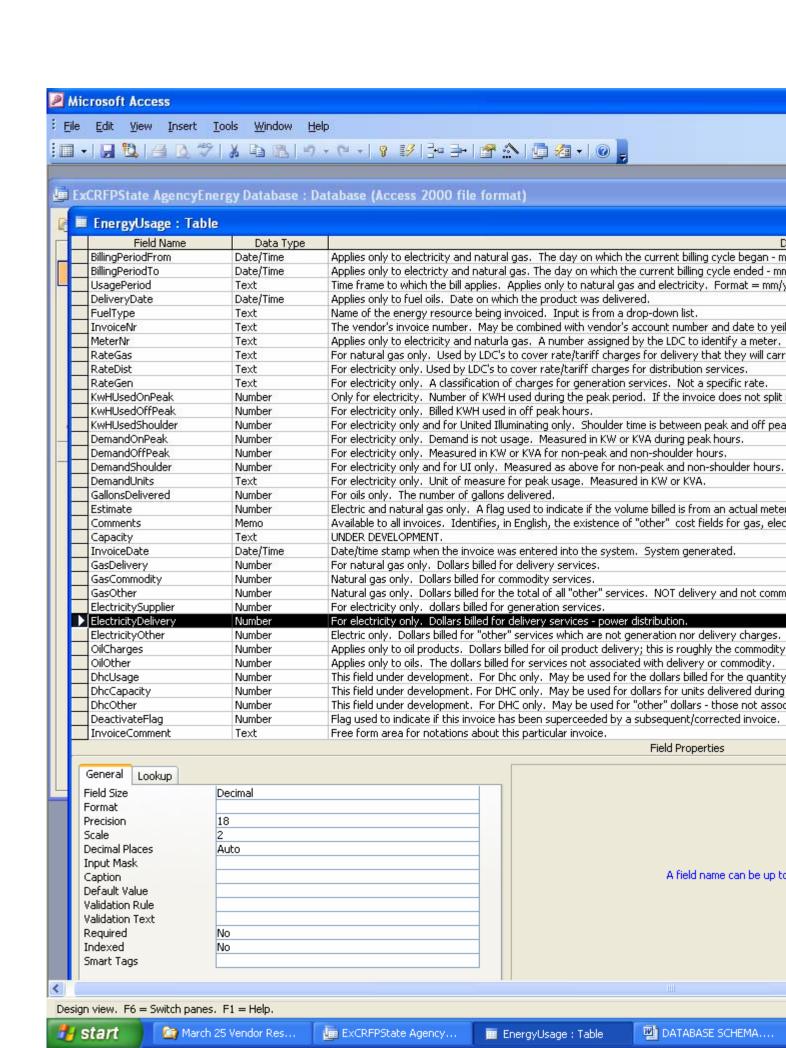


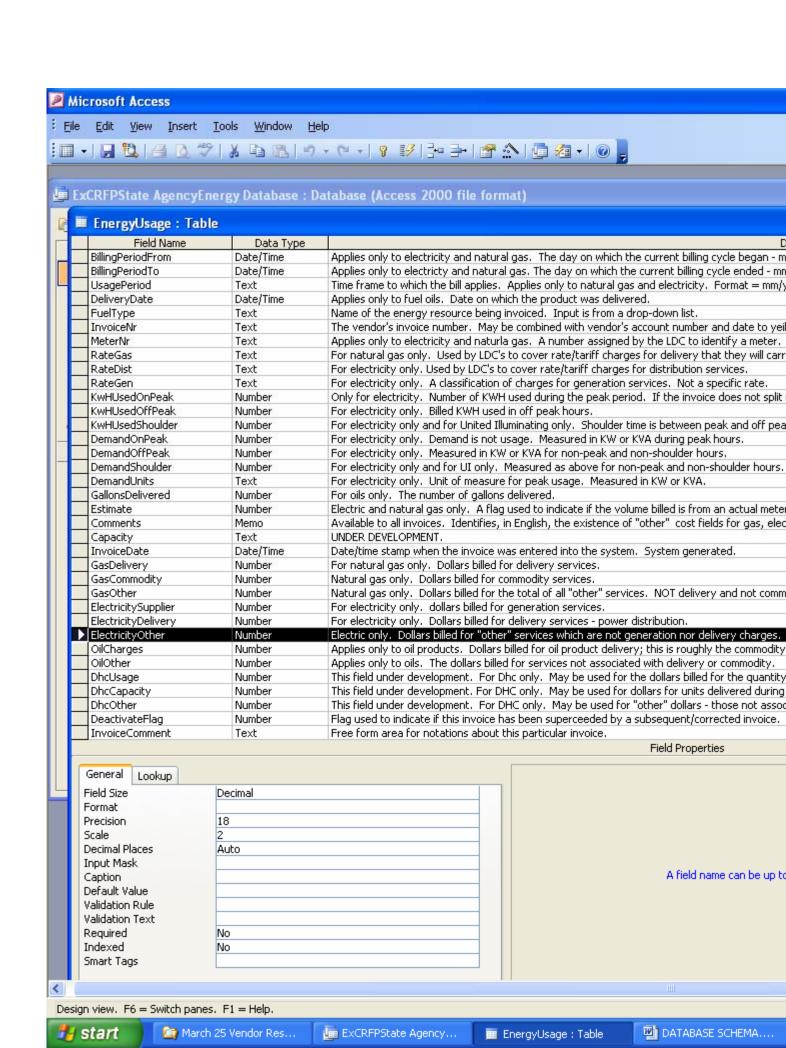


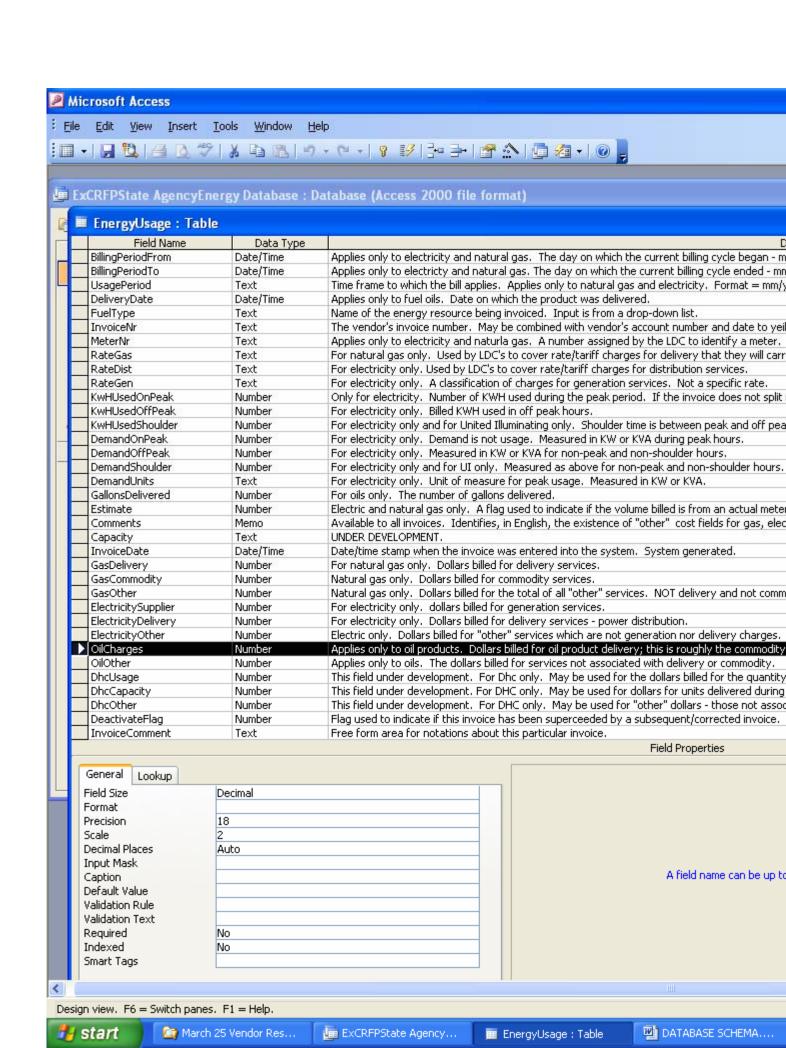


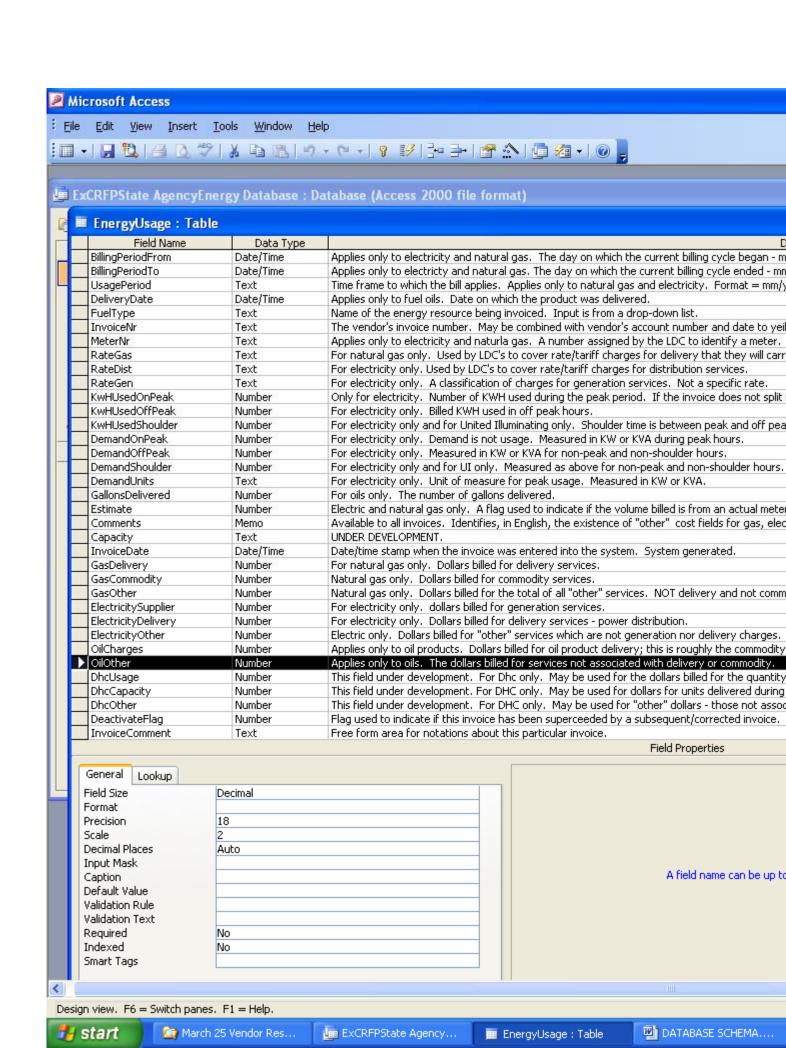


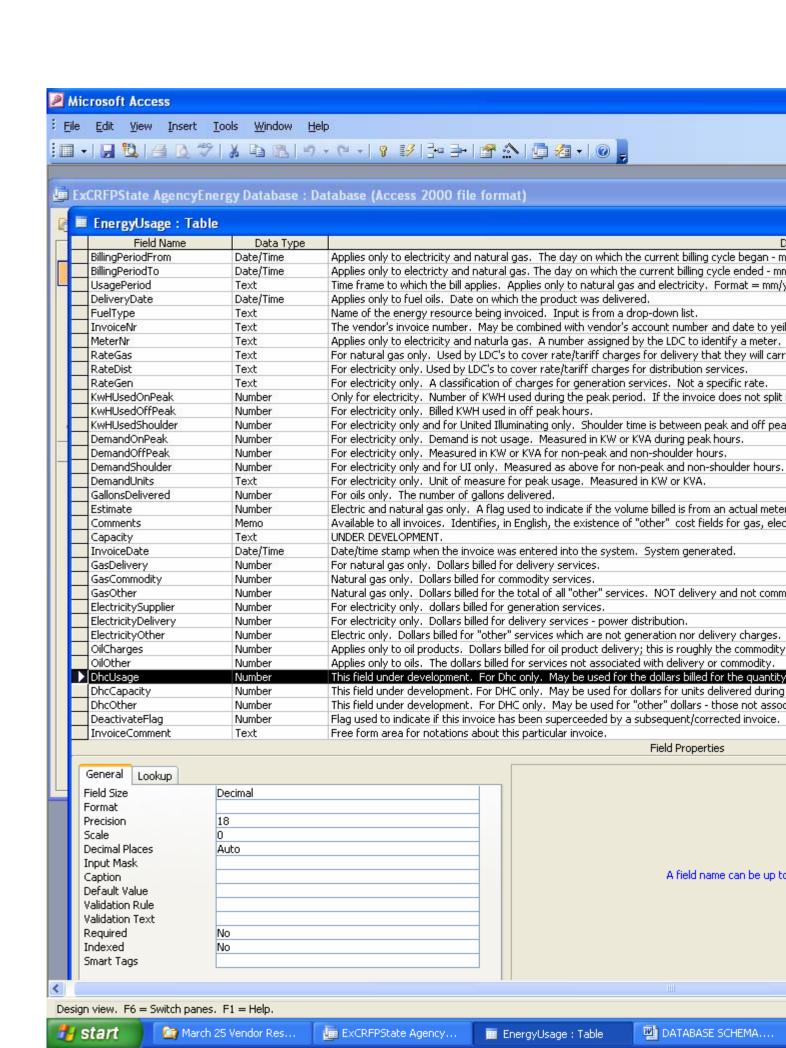


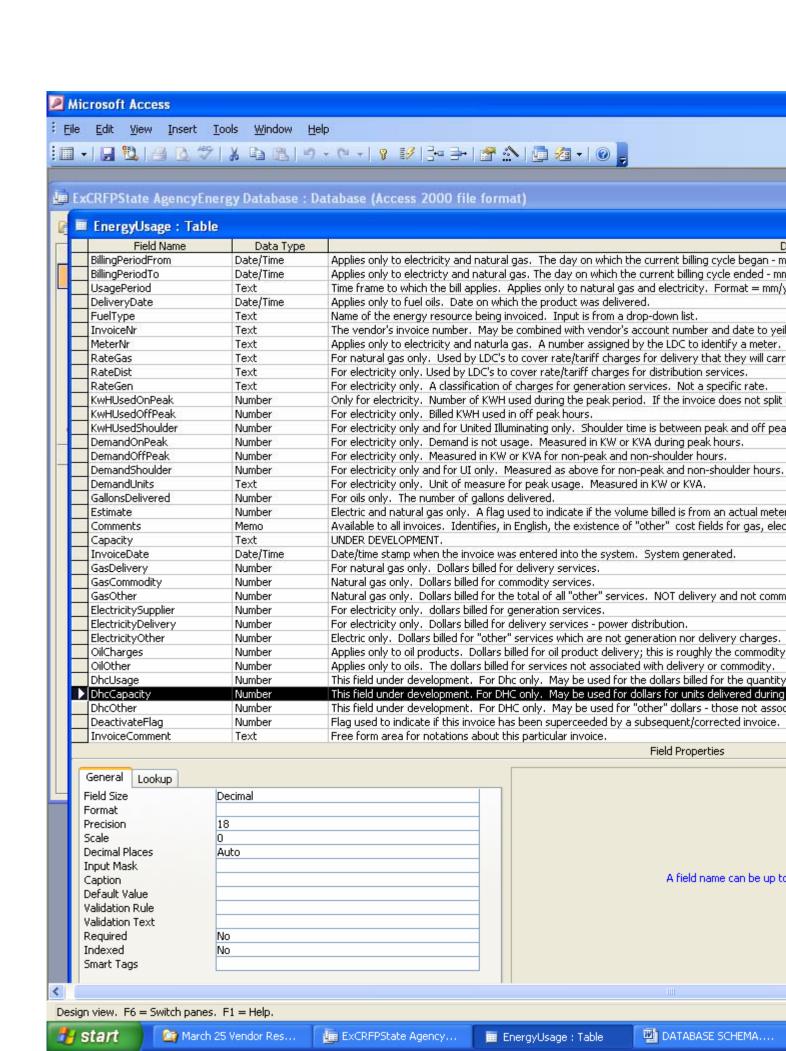


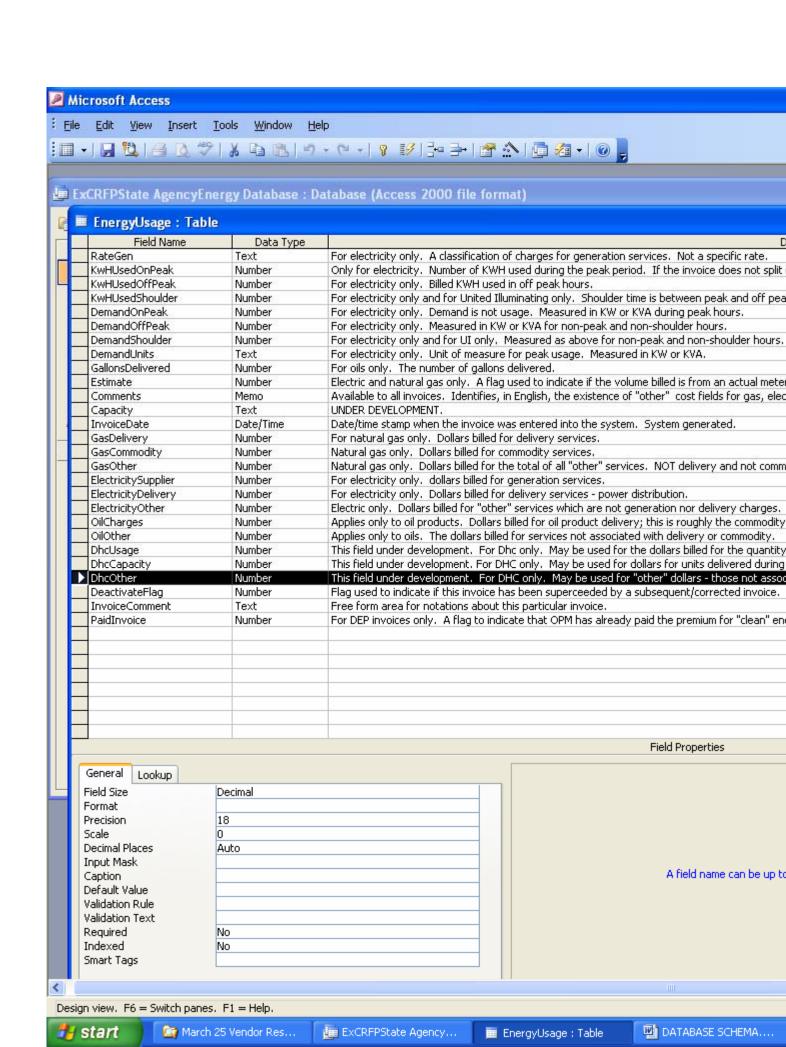


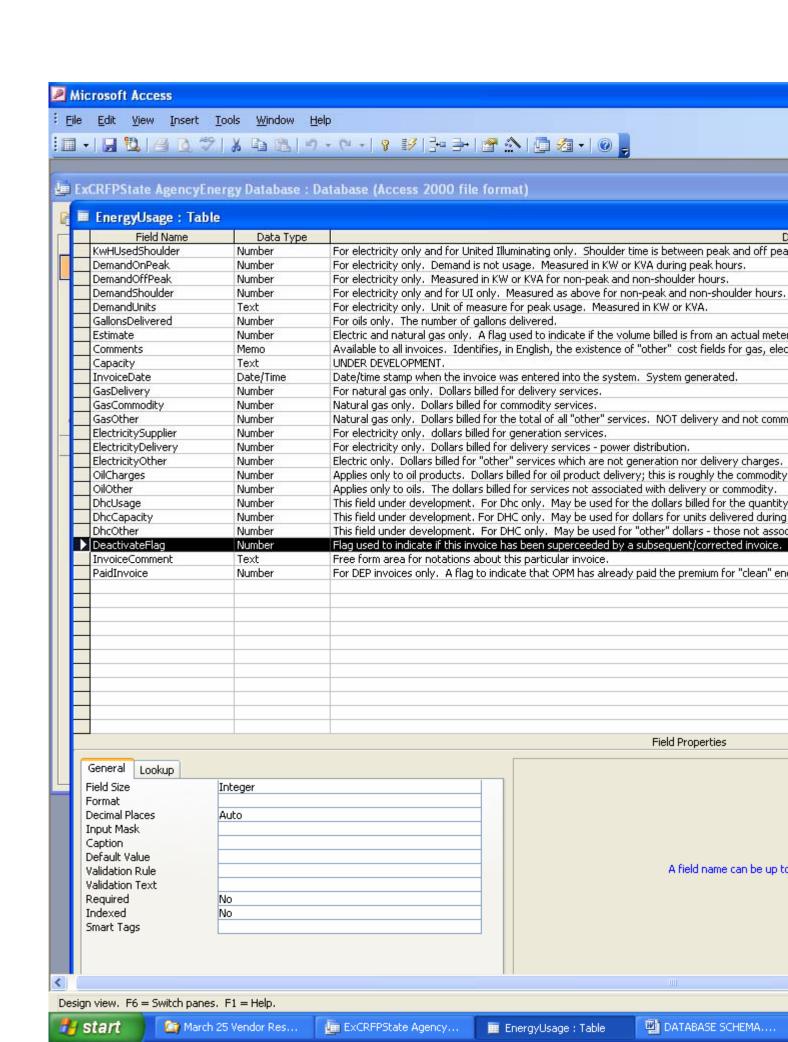


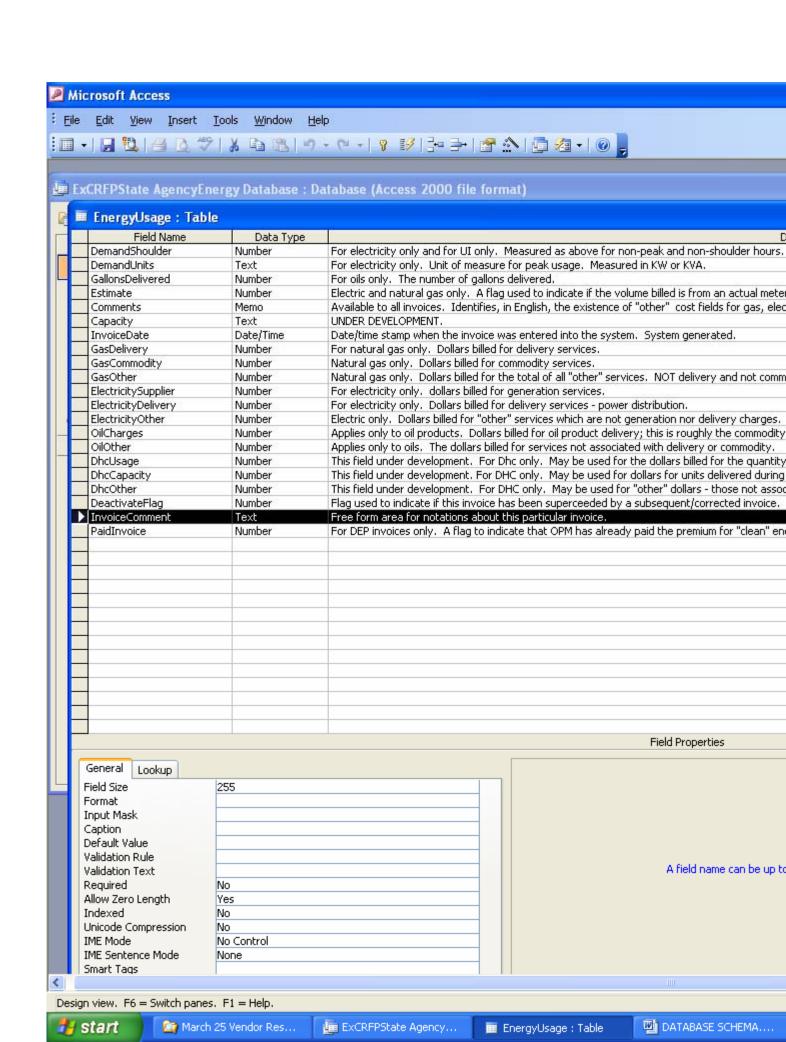


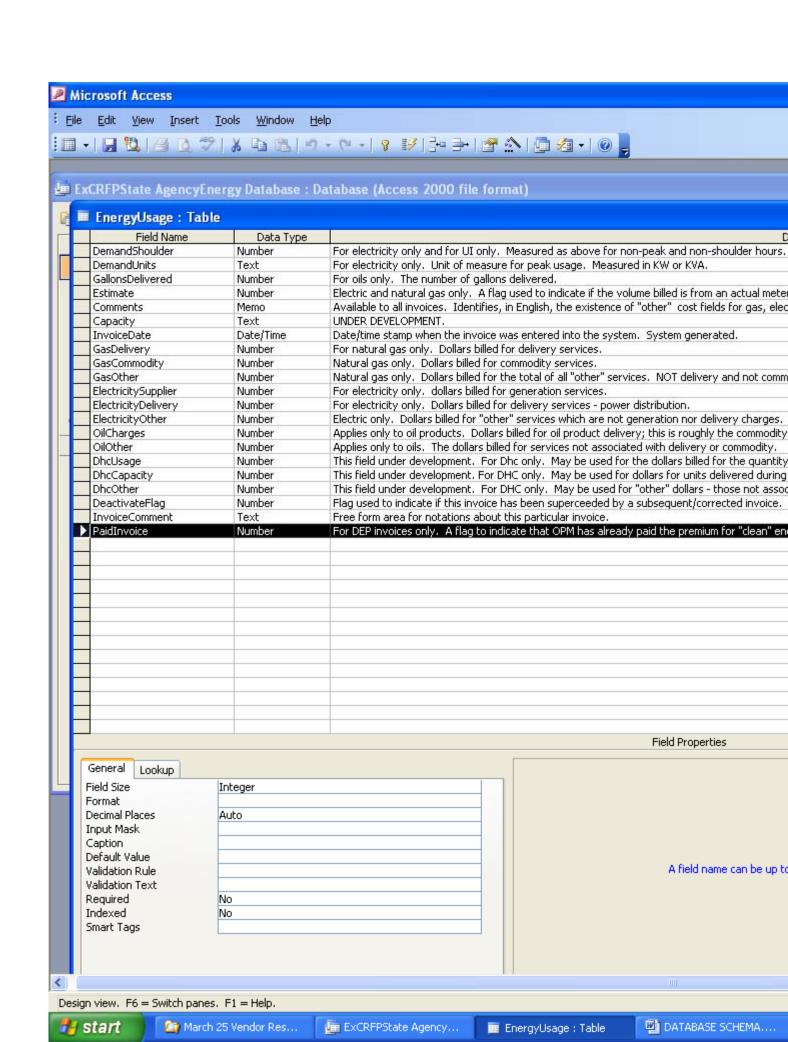


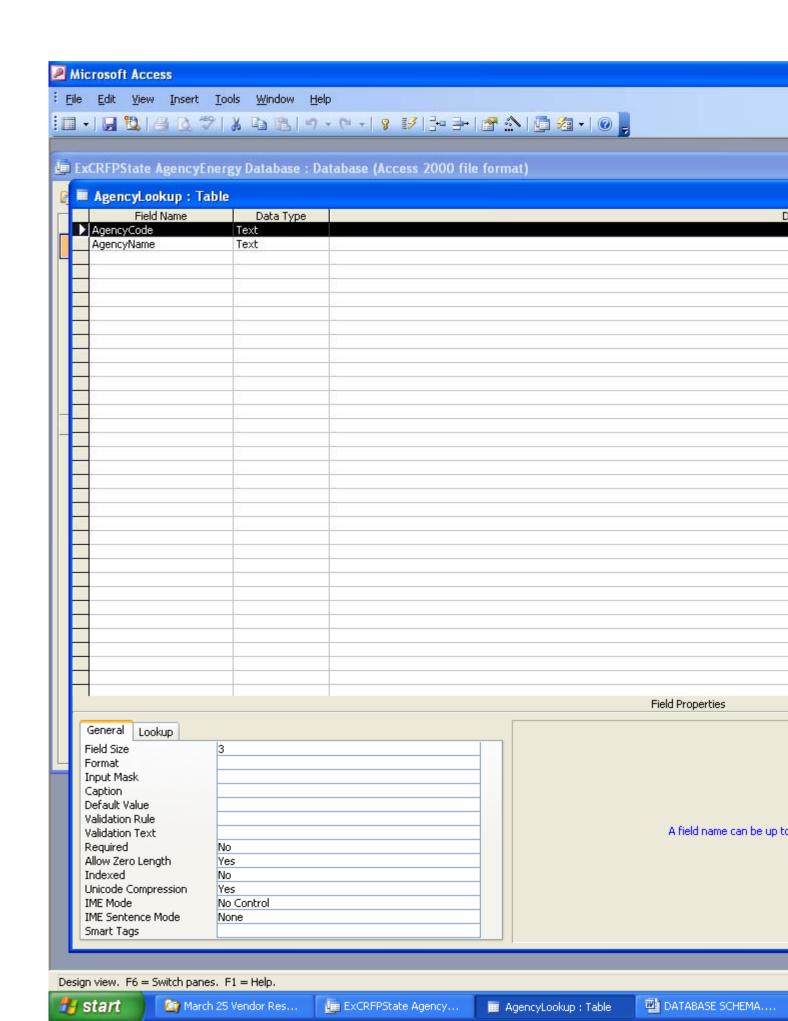


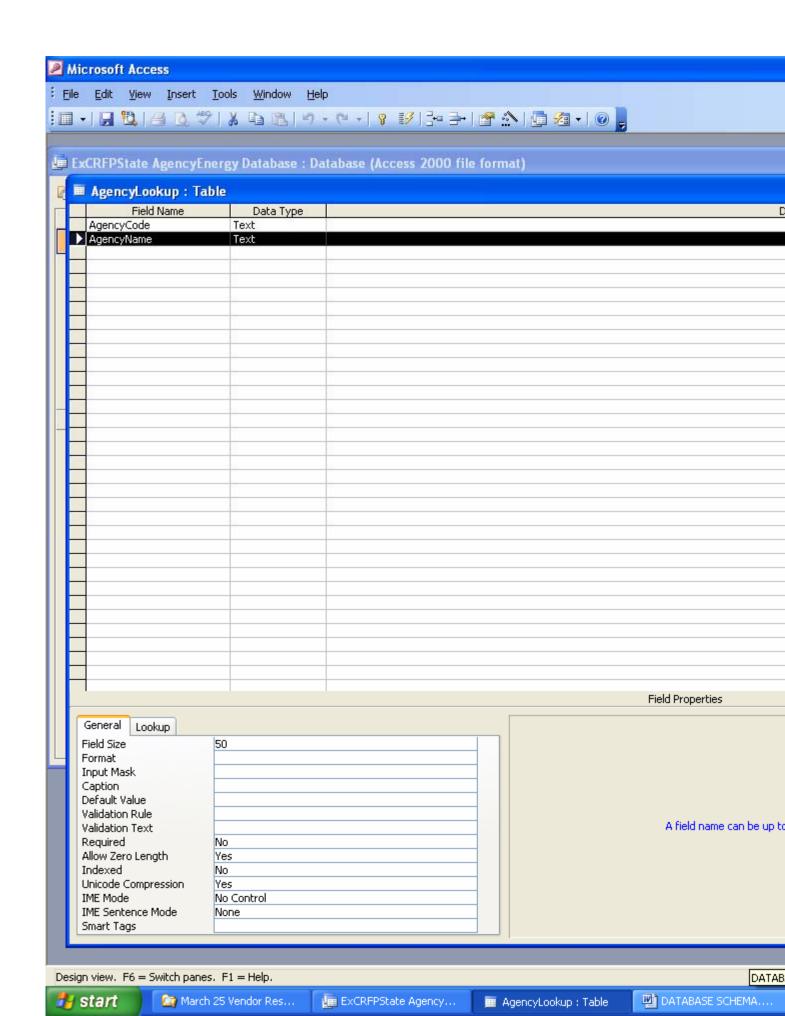












LEGAL NOTICE

Request for Proposals for Services

The State of Connecticut, Office of Policy and Management, is seeking proposals to provide certain services related to the development and implementation of an integrated energy information database that will encompass energy usage and cost at State facilities.

The intent of the request is to identify individuals or firms with the necessary expertise to provide database design and integration, data entry, and analysis and reporting services within a stated timeframe.

The request proposals is available online for at www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp and www.ct.gov/opm/rfp or from Joseph Amend, Office of Policy and Management, Policy Development & Planning Division, 450 Capitol Ave., MS#52ENR, Hartford, Connecticut 06106-1379. Telephone (860) 418-6204, Fax (860) 418-6495. Deadline for response submission is 3:00 P.M., April 22, 2008.

REQUEST FOR PROPOSALS (RFP) BY

THE STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT STATE AGENCY ENERGY DATABASE BACKGROUND

The State of Connecticut, Office of Policy and Management (hereinafter "OPM") is seeking a proposer to assist in the development and implementation of an integrated energy information database that will encompass energy usage and cost at State facilities. In addition, this database may incorporate building information such as square footage.

These services are authorized in accordance with Section 16a-37u of the Connecticut General Statutes.

SCOPE OF SERVICES

OPM is seeking a vendor (hereinafter the "selected contractor") to assist in the following three task areas regarding the development and implementation of an integrated energy information database for State facilities.

- 1. Database Structure: Advise OPM on the structure of a relational database to be used for monitoring energy usage and greenhouse gas emissions by State agencies on a building basis. Development and implementation of the recommended structure is to be provided by the selected contractor.
- 2. Database Maintenance: Maintain the database on an ongoing basis, including data entry of appropriate fields as determined by OPM in consultation with the selected contractor. Energy delivery and cost data will come from monthly energy invoices of the State's energy suppliers. Currently, there are about five thousand invoices per month. Other relevant data will be supplied or obtained as needed.
- 3. Database Analysis & Reporting: Develop and implement a maintainable and modifiable model for determining energy usage and cost by State building. Provide analysis of energy usage relative to industry standards or norms. Provide regular reporting, to be defined by OPM, on energy usage and cost by agency and/or facility.

DATABASE STRUCTURE

OPM currently utilizes an energy information database that collects energy consumption and cost information at the account level. This information is gathered using energy invoices paid by State agencies. A separate database exists that contains selected information such as location and square footage on each State-owned building. The selected contractor will be required to develop an integrated database structure to relate invoice and account information to the State buildings being served. Included in this database structure will be the need to relate and allocate energy consumption and cost contained on a single invoice to multiple buildings. For example, a single account for electricity may encompass usage that occurs in two buildings. Any database structure must be able to allocate energy consumption and cost data to specific buildings. The contractor may use algorithms or other pro-rational techniques to accomplish this goal. It is anticipated that the selected contractor will need to perform on-site visits in conjunction with OPM and representatives of the facilities/buildings in question. Such algorithms will be based on factors that can be documented and repeated including.

but not limited to industry standards, square footage, cubic area, building design/age/condition, number of tenants, operational schedule or the selected contractor's experience.

The database structure must be able to accommodate the data elements found in the existing energy database plus any that are found to be necessary to establish the stated goals.

OPM anticipates that the resulting database will be one of the following:

- A modification to the existing energy information database
- A significant restructuring of the existing energy information database
- A completely new database providing for the functionality desired

Any additions to existing systems or the introduction of new information technology products must meet Connecticut's information technology standards which are found on the Department of Information Technology's (DOIT) web site found at:

http://www.ct.gov/doit/cwp/view.asp?a=1245&q=2539948&doitNav=|

Any restructuring, modification or the development of a new database will be done in consultation with and only with the approval of OPM. Any restructured, modified or completely new database product, or any related code, developed or utilized under this contract will reside with and shall be the sole and exclusive property of the State of Connecticut.

DATABASE MAINTENANCE

Under the direction of OPM, the selected contractor will be responsible for maintaining and updating all information in the database for the duration of the contract. It will be the responsibility of the selected contractor to populate the modified database with data pertinent to new and added data elements. This maintenance effort will include data entry of invoice information. The selected contractor shall also be responsible for maintaing data quality (e.g. eliminating duplicative data, maintaining consistency, etc.) Initially, there will be three major sources of input: (1) monthly energy invoices of which there are about five thousand, (2) information gathered from State facilities managers, and (3) industry standards, including energy conversion factors (units to BTU) and greenhouse gas emissions. The selected contractor shall be responsible for entering and maintaining the data required to perform the analysis functions desired by the State.

The selected contractor shall provide training to OPM on all aspects of database maintenance, data analysis and all aspects of the responsibilities as may be specified in the contract. The selected contractor shall be required to provide a written manual describing the database, including any relevant instructions for ongoing data entry and maintenance. This manual shall also be provided in an electronic format compatible with the State's Microsoft platform.

DATABASE ANALYSIS & REPORTING

The selected contractor shall be responsible for development and implementation of all modeling and analytical tools, including development of both standard and ad hoc reports that extract and/or manipulate the data contained in the database. A key function of this database is to serve as the primary tool by which the State can determine energy usage and cost at the building level. This information can in turn be used for a variety of purposes, including the identification of potential energy savings opportunities. The selected contractor shall develop the necessary modeling and/or other analytical techniques to ensure that this key functionality is available to the State. The database shall support, at a minimum, the following analytical and reporting functions:

- Energy consumption, cost, and greenhouse gas emissions by building
- Energy consumption, cost, and greenhouse gas emissions by agency (aggregation of multiple buildings to an agency level report)
- Energy consumption, cost, and greenhouse gas emissions base line reporting by building to test the efficacy of proposed energy saving projects
- Energy consumption, cost, and greenhouse gas emmissions per square foot of building space or other generally accepted criteria for measuring relative energy efficiency
- The use of historical data for projections of future energy usage

The selected contractor shall also be responsible for development and implementation of the necessary programs and/or protocols for determination of and ranking of the energy performance of a building relative to a) similar state government buildings, and b) stated energy performance goals. The selected contractor shall refine this functionality so as to eliminate anomalies due to such factors as bad data, large or special deliveries, weather variations and others that may skew the results. The selected contractor shall be responsible for developing a reporting capacity to identify building energy performance to include at a minimum:

- Energy performance by building type
- Energy performance by building type by energy source
- Energy performance by agency
- Energy performance by agency and energy source

The selected contractor shall be responsible for providing all necessary analyses and reports as requested by OPM.

For purposes of satisfying C.G.S. Section 4-252(e)(1), the State began planning for this procurement on October 1, 2007.

CONTRACT PERIOD

The State anticipates that the successful proposer will commence work on or about July 1, 2008 and continue until June 30, 2011. The contract may, upon mutual consent, be extended.

CONTRACTOR QUALIFICATIONS

Eligible proposers will be those consultants, companies, and institutions that have a demonstrated track record in analysis related to energy database development, data entry, and integration and analysis of energy usage and cost data.

SUBMISSION DEADLINE

The due date for proposals is 3:00 PM **on Tuesday, April 22, 2008.** Proposals must be received in the required packaging and labeling at the Office of Policy and Management, 450 Capitol Avenue, Hartford, CT 06106 (ATTN: Joseph Amend) not later than the deadline. Late submissions will not be accepted.

No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.

RFP PROCEDURES

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

Joseph Amend
Management Analyst
Office of Policy and Management
Policy Development & Planning Division
450 Capitol Avenue
MS# 52ENR
Hartford, Connecticut 06106-1379
TELEPHONE 860-418-6204
FACISMILE 860-418-6495
E-MAIL Joseph.Amend@ct.gov

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

- B. Proposer's Authorized Representative. Proposers must designate an authorized representative and one (1) alternate. Provide the name, title, address, telephone and facsimile numbers, e-mail address, and normal working hours for each representative. This information must be submitted to the Official State Contact with the RFP submission.
- C. Communications Notice. All communications with the State or any person representing the State concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.
- D. Letter of Intent. No letter of intent is required for this RFP.
- E. *Inquiry Procedures*. All questions regarding this RFP and submission requirements must be directed, in writing, to the Official State Contact by 3:00 PM on March 18, 2008. Proposers are required to limit their contact regarding this RFP to the person(s) named herein. Written responses to all questions received will be posted to the Office of Policy and Management website at http://www.ct.gov/opm/rfp and if applicable, will be forwarded to all proposers who have submitted a letter of intent as described in D. above by 5:00 PM on March 25, 2008.
- F. *Proposers' Conference*. There will be no proposers' conference scheduled for this RFP.
- G. Resource Library. There is no resource library for this RFP.
- H. Packaging and Labeling Requirements. All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official State Contact. The name and address of the proposer must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) and five (5) copies of the proposal must be submitted. The proposal must be signed by the proposer. Unsigned proposals will be rejected. Proposals transmitted by facsimile may not be accepted or reviewed.

- I. Proposals Due. An original and five (5) copies as well as an electronic version of proposal in software compatible with Microsoft Word 7.0 must be received no later than 3:00 PM April 22, 2008.
- J. Minimum Submission Requirements. At a minimum proposals must be (1) submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
- K. Selection Committee. A Selection Committee comprised of State staff or other designees as deemed appropriate will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.
- L. Meetings with Proposers. At its discretion, the State may convene meetings with proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the State decides meetings are warranted, the Official State Contact will contact proposers to make an appointment. Any such meetings are tentatively scheduled for the week of April 28, 2008.
- M. *Contractor Selection*. It is the State's intention to notify the successful proposer by May 6, 2008 and to initiate this engagement as soon as possible thereafter.
- N. *Timeline*. The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the submittal deadline are target dates only.

March 4. 2008 RFP Released

March 18, 2008 3 PM Deadline for Questions

March 25, 2008 5 PM Written Answers to Questions

Released

April 22, 2008 3 PM Proposals Due

Week of April 28, 2008 Meetings with Proposers
May 6, 2008 Contractor Selection

May 6, 2008 Start of Contract Negotiations

July 1, 2008 Start of Contract

RFP CONDITIONS

All proposers must be willing to adhere to the following conditions and must positively state this in the proposal by completing the **OPM Vendor/Bidder Profile Sheet (OPM-A-15, MAR-07)**.

- A. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
- B. All proposals in response to this RFP are to be the sole property of the State. Proposers are encouraged **NOT** to include in their proposals any information that is

proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the proposal and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, OPM will endeavor to keep said information confidential to the extent permitted by law. OPM, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. As set forth below, the proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the proposer submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the proposer and shall accompany the proposal. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

- C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the State.
- D. Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- E. The proposer's proposal shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a State action will be accepted.
- G. The State may amend or cancel this RFP, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered.
- H. The personnel identified in the proposer's response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by the State, with the

exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the State. At its discretion, the State may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the State.

- I. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- J. A proposer must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- K. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.
- L. Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP Selection Committee.
- M. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the proposer's proposal preparation.
- N. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- O. The proposer accepts the State's **Standard Contract Language**.
- P. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the State and by the Attorney General's Office. The contract may be amended only by means of a written instrument signed by the State, the proposer, and the Attorney General's Office.
- Q. Pursuant to Connecticut General Statutes § 4a-81, bids or proposals for state contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a **Consulting Agreement Affidavit** attesting to whether any consulting agreement has been entered into in connection with the bid or proposal. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral

agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

- R. Pursuant to Connecticut General Statutes § 1-101qq, bids or proposals for a large state construction or procurement contract shall include an Affirmation of Receipt of Summary of State Ethics Laws affirming that the key employees of such proposer have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Connecticut General Statutes § 1-101qq, the proposer shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The proposer shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. The proposer shall supply such affirmations to OPM promptly.
- S. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

REQUIRED FORMAT FOR PROPOSALS

All proposals must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a proposal.

Font Size: 12 pitch

Font Type: Times Roman

Margins: 1" minimum on the top, bottom, and sides of all pages

Maximum number of pages: 50 not including Section 1, Table of Contents; Section 2, Proposer Information; Section 3d, Financial Condition; Section 3e, References; Section 5b, Resumes of Key Personnel; Section 7, Conflict of Interest; and Section 8, Affidavits.

- DO NOT use material dependant on color distinctions, animated electronics, etc. in submissions.
- Number of Copies: An original and five (5) copies of the proposal must be received no later than 3:00 PM April 22, 2008.
- One (1) Electronic Version. Format: Microsoft Word 7.0 or compatible software.

Section 1 – TABLE OF CONTENTS

Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this proposal as required.

Section 2 - PROPOSER INFORMATION

Complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time.

- a. OPM Vendor/Bidder Profile Sheet (OPM-A-15, MAR-07)
- b. Agency Vendor Form (SP-26NB)
- c. W-9 available at http://www.irs.gov/pub/irs-pdf/fw9.pdf
- d. Contract Compliance Package:
 - Notification to Bidders Form
 - Bidder Contract Compliance Monitoring Report

Section 3 - INDIVIDUAL OR ORGANIZATIONAL PROFILE

- a. *Qualifications*. Describe how your experience, education and training, or special knowledge, skills or abilities meet the required minimum qualifications of this RFP.
- b. Summary of Relevant Experience. Provide a listing of projects that the proposer has completed within the last three (3) years in the subject area with emphasis on activities relevant and related to the proposed project. Additionally, please list any contracts in the last three (3) years between the proposer and any agency of the State of Connecticut.
- c. Organization Chart. If the proposer is a firm or corporation, provide a diagram showing the hierarchical structure of functions and positions within the organization.
- d. Financial Condition. If the proposer is a firm or corporation, include the two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a proposer has been in business for less than two years, such proposer must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.
- e. *References*. Include three (3) letters of reference from recent clients. Provide the following information for each reference: name, title, name of company, company address, and telephone number.

Section 4 - STATEMENT OF WORK

- a. Work Plan. Provide a detailed, task-oriented breakdown for each activity/task in the Scope of Services. Proposers wishing to add activities/tasks to those specified in the Scope of Services must show the additions as separately numbered activities/tasks.
- b. Methodologies. Describe how each activity/task will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.

- c. *Deliverables*. List and describe the form and content of each deliverable (outcome). Include a description of the proposed method of working with the State, the resources or services requested of the State (if any), and the proposed method of receiving State approval of deliverables.
- d. Schedule. Include a proposed work schedule, by activity/task, indicating when each activity/task will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.

Section 5 – PERSONNEL RESOURCES

- a. Staffing Plan. Identify the personnel resources that will be assigned to each activity/task delineated in the work plan above. State the proportion of time that personnel will allocate to each activity/task of the project. Include a job description for each title assigned to the personnel identified.
- b. Key Personnel. Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications and work experience in the subject area. [Note: The State must be notified in writing and in advance regarding the departure of any key personnel from the project.]

Section 6 - PROPOSED COST

Part 1: Fee-based Proposals

Include a cost proposal using the following format. Note: The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposed cost.

REQUEST FOR PROPOSALS: STATE AGENCY ENERGY DATABASE Cost Proposal Form

NOTE: Complete Part 1 or Part 2 based on the appropriate cost structure of your proposal. Part 3 must be completed for all proposals.

Database Structure			
•	Work Tasks and Deliverables as proposed:		\$
Database Maintenance			
•	Work Tasks and Deliverables as proposed:		\$
Database Analysis & Reporting			
•	Work Tasks and Deliverables as proposed:		\$
•	Total Proposed Cost	\$	

Part 2: Performance Based Proposals

Describe in detail the proposed value of the work tasks and deliverables as proposed. The proposal must include the conditions to be met for determining performance, the performance criteria to be monitored, the expectations upon which the proposal is based, and an estimate of the value of work to be performed based on these expectations.

Total Proposed Value	\$				
COMMENTS:					
Part 3: Expected State Participation					
It is anticipated that the selected contractor will require the assistance and participation of OPM staff during all phases of the work to be performed. All proposals are required to estimate the number of hours of OPM staff time that may be needed for completing the required tasks as identified in the proposed work schedule.					
Database Structure					
Expected State participation (Total Hours*)):				
Database Maintenance					
Expected State participation (Total Hours*)):				
Database Analysis & Reporting					
Expected State participation (Total Hours*)):				
Total Participation Estimate					
*Total hours estimated for the proposed work schedule.					
Signature					
Title					

Section 7 – CONFLICT OF INTEREST

Date

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85.

SECTION 8 – AFFIDAVITS (Consulting Agreement and Summary of State Ethics Laws) Submit a **Consulting Agreement Affidavit** if the bid or proposal is for a state contract (only to be used with contracts for the purchase of goods and services) with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, attesting to whether any consulting agreement has been entered into in connection with the bid or proposal.

Submit an **Affirmation of Receipt of Summary of State Ethics Laws** if the bid or proposal is for a large state construction or procurement contract having a cost of \$500,000 or more for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

Section 9 - ADDITIONAL DATA

Provide any additional information which the proposer wishes to bring to the attention of the State that is relevant to this RFP.

EVALUATION OF PROPOSALS

A Selection Committee comprised of State staff or other designees as deemed appropriate will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the proposer in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

- PROPOSED WORK PLAN. Emphasis will be on grasp of the problems involved, soundness of approach and the quality of the overall proposal including the proposer's ability to complete the activities/tasks and produce the necessary products within the required time frame and within the budget as stated in the proposal.
- 2. PROPOSED COST.
- 3. EXPERIENCE, EXPERTISE, AND CAPABILITIES. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed.
- 4. REFERENCES.
- 5. DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION:

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) the proposer's success in implementing an affirmative action plan;
- (b) the proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the proposer's promise to develop and implement a successful affirmative action plan;
- (d) the proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the

- racial and sexual composition of the work force in the relevant labor market area; and
- (e) the proposer's promise to set aside a portion of the contract for legitimate minority business enterprises (see Contract Compliance Package).

RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all bids in whole or in part for misrepresentation or if the proposer is in default of any prior State contract, or if the bid or proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served.

The State reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

ATTACHMENT A

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

<u>Civil penalties</u>--\$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.

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

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections

Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. 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 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 fundraising 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.

Subject of RFP	Submission Due	Division	Date Issued
State Agency Energy	April 22, 2008	PDPD	March 4, 2008
Database			

Complete Vendor/Bidder Name		Federal E	Federal Employer Id Number/SSN	
Vendor/Bidder Address				
Contact Person's Name		Telephone	Telephone Number(s)	
AFFIRMATION OF VENDOR/BIDDER The undersigned Vendor/Bidder affirms and declares:				
1)	That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP. [] YES [] NO			
2)	That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP.			
	[] YES			
3)	3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.			
	[] YES			
4)	• • • • • •			
	[] YES			
	ACKNOWLEDGEMENT OF VEND	OR/BIDDER		
With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the undersigned expressly acknowledges:				
Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.				
	[] YES			
	itten Signature of Person Authorized to Bind the Vendor/Bid ntractually	der	Date	
Type or Print Name of Authorized Signator		e of Signator		
IE VENDOD/DIDDED IS A CORDODATION				
IF VENDOR/BIDDER IS A CORPORATION What is the authority of signator to hind the Vendor/Bidder contract valls?				
What is the authority of signator to bind the Vendor/Bidder contractually? [] Corporate Resolution [] Corporate By Laws [] Other (Please provide a written copy.)				
Is your business income reportable to the IRS? [] Yes [] No				
is your pushiess income reportable to the INS: 165 100				
Are you a minority owned business? [] Yes [] No				
[] Amendan mulan [] Asian				

ATTACHMENT A

SECTION 1

This Agreement (hereinafter referred to as "Agreement") is entered into between the State of Connecticut (hereinafter "State") acting through the Office of Policy and Management (hereinafter "OPM") pursuant to Connecticut General Statutes §§ 4-8, 4-65a and 4-66, and , a , having its principal offices at (hereinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2 CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence on and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than (hereinafter "end date").

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

State - Wherever the term 'State' is used in this Agreement, it shall include the Secretary of OPM, or his authorized agents, employees or designees.

SECTION 3 NOTICE OF CHANGE AND CANCELLATION

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

State: State of Connecticut

Office of Policy and Management

450 Capitol Ave. - MS# Hartford, CT 06106-1379

Attention:

Contractor:

Any request for written notice under this Agreement shall be made in the manner set forth in this section.

The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 4 SPECIFICATION OF SERVICES

SECTION 5 COST AND SCHEDULE OF PAYMENTS

The State shall pay the Contractor a total sum not to exceed _	for services performed under this
Agreement.	

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the State.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate; costs of travel including coach airfare and hotels; and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement. All expenses will be reimbursed at cost.

The State shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that the Agreement has been accepted by the contracting agency, and if applicable, approved by OPM, the Department of Administrative Services and/or by the Attorney General of the State.

SECTION 6 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Attorney General or his Deputy. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

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

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

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

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

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

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Connecticut General Statutes § 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The State shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

Coverage:

1. Workers' Compensation

2. Employer's Liability

Minimum Amounts and Limits

Connecticut Statutory Requirements

To the extent included under Workers'

Compensation Insurance Policy

- 3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:
 - a. Bodily Injury Insurance meeting Connecticut statutory requirements; and
 - b. Property Damage Insurance meeting Connecticut statutory requirements.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the State at the time of the execution of this Agreement as evidence that policies providing such coverage

and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

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

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

M. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 3 of this Agreement.

O. Survival

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

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

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

- (a) For the purposes of this Section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this Section, "Public works contract" means any Agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as

- amended by Section 5 of Public Act 89-253; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.

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

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

R. Violence in the Workplace Prevention

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

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

T. Assignment

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

U. Severability

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

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

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

X. Non Waiver

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

Y. Contractor Certification

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

Z. Large State Contracts

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

AA. Governor M. Jodi Rell's Executive Order No. 7C

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, Contractor shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No 1, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with OPM.

BB. State Contracting Standards Board

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

CC. Large State Construction Or Procurement Contract

Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a Large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statutes Section 1-81b (the "Summary") and shall promptly affirm to OPM in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Further, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the Contractor shall supply such affirmations to OPM promptly. State ethics laws. construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

DD. Disclosure of Consulting Agreements

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

EE. Retaliation Prohibition

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions

of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

FF. Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment C.

GG. Non-Discrimination Certification

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every Contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the Contractor's nondiscrimination agreements and warranties which are included in such Contractor's contract pursuant to said statutes. Copies of two "nondiscrimination certification" forms (one for businesses and one for individuals) that will satisfy these requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Contractor (or, in the case of an individual contractor, by the individual) and submitted to the awarding State agency at the time of contract execution.

ATTACHMENT B

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



2007

INTRODUCTION

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

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

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

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

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

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

860/566-4472 www.ct.gov/ethics



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THE OFFICE OF STATE ETHICS (OSE)

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

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

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

The OSE is made up of the following components:

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

THE BIG PICTURE

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

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

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

GIVING BENEFITS TO STATE PERSONNEL



Gifts

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

Regulated Donors

Regulated donors include:

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

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

Gift Exceptions

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

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

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

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

Gift Provisions

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

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

Reporting Requirements

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

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

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

Necessary Expenses

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

Necessary expenses can include:

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

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

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

Fees/Honorariums

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

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

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

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

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

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

Lifetime Bans

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

One-year Bans

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

Post-state Employment

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

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

Outside Employment for Current Public Officials and State Employees

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

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

Other Considerations

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



Outside Employment

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

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

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

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

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

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

Gift and/or Campaign Contribution Certifications

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

Investment Services and the Office of the Treasurer

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

Registering as a Lobbyist

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



Public Act 05-287

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

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

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

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

Executive Orders

Executive Order 3

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

Executive Order 7C

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

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

FOR MORE INFORMATION

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

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



T: 860/566-4472 F: 860/566-3806 www.ct.gov/ethics



Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov

Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov
Public official filing/reporting questions: SFI.OSE@ct.gov
Enforcement questions: Ehlics.Enforcement@ct.gov

All other inquiries: ose@ct.gov



ATTACHMENT C

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

<u>Civil penalties</u>--\$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.

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

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. 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 quasipublic 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 OFFICE OF POLICY AND MANAGEMENT CONTRACT COMPLIANCE PACKAGE

CONTENTS

I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

II. BIDDER'S PACKET

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

III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT

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

I.

CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

OFFICE OF POLICY AND MANAGEMENT

CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

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

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

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

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- The bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

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

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

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

II.

BIDDER'S PACKET

OFFICE OF POLICY AND MANAGEMENT

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

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

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

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

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

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

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

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

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

	Signature			
		Title		
		Date		
		On behalf	of:	
		Vendor Nar	ne	
		Street Addre	ess	
City			State	Zip
-				-
	Federal Emp	olovee Identi	fication Nu	mber
	. 535.3. 2111	(FEIN/SSI		

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

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

(Revised 09/17/07)

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

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

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

- (f) the bidder's success in implementing an affirmative action plan;
- (g) 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;
- (h) the bidder's promise to develop and implement a successful affirmative action plan;
- (i) 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
- (j) 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 <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> 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.

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; crushing/grinding workers; 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)

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

Plack(not of Hispanic Origin). All persons having

<u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

THE T BIGGET INFORMATION	
Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number Or Social Security Number
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes NoBidder is a minority business enterprise Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes_ No_
Other Locations in Ct. (If any)	- DAS Certification Number

PART II - Bidder Nondiscrimination Policies and Procedures

Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? YesNo	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? YesNo
Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? YesNo	Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? YesNo YesNo
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? YesNo	9. Does your company have a mandatory retirement age for all employees? YesNo
Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No Yes No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? YesNoNA
5. Do you notify the Ct. State Employment Service of all employment openings with your company? YesNo	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? YesNoNA
Does your company have a collective bargaining agreement with workers? YesNo 6a. If yes, do the collective bargaining agreements contain non-discrim ination clauses covering all workers? YesNo	12. Does your company have a written affirmative action Plan? Yes No If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes No	13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number.

Part III - Bidder Subcontracting Practice	es
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(Page 4)

1	Will the work of	this contract	include	subcontractors	or suppliers?	Ves	Nο	
1.	WILL UIC WOLK OF	uns contract	meruuc	subcommacions	or supplicis:	1 03	110	

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 Date:

PART IV - Bidder Ei	nployment	Informati	ion		Date	:					
JOB CATEGORY *	OVERALL TOTALS	(not of lorigin)	HITE Hispanic	BLAG (not of Ho origin)	CK ispanic	HISPA	ANIC	ASIAN or ISLANDER	r PACIFIC R	AMERICAN ALASKAN N	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
	FORM	AL ON THE J	OB TRAINEES (ENTER FIGUE	RES FOR THE SA	ME CATE	GORIES AS	ARE SHOWN A	ABOVE)	•	
Apprentices											
Trainees											

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

ART V - Bidder H	iring a	nd Rec	ruitment Praction	ces		(Page 5)
Which of the following (Check yes or no, and re			s are used by you?		any of the below listed nts that you use as nalification	Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

(Date Signed)

(Telephone)

(Title)

(Signature)

III.

PERTINENT STATUTES AND REGULATIONS

OF THE

STATE OF CONNECTICUT

CONNECTICUT GENERAL STATUTES

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

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

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

and

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

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

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

CONTRACT COMPLIANCE

PART I. DEFINITIONS AND GENERAL PROVISIONS

Sec. 46a-68j-21. Definitions

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

- (1) "Affirmative action" means positive action, undertaken with conviction and effort, to overcome the present effects of past discriminatory practices, to achieve the full and fair participation of women and minorities in contract and employment opportunity, and to assure that qualified minority business enterprises enter the economic mainstream of this state's economy. Additionally, "affirmative action" shall mean the responsibility of contractors to develop and implement strategies to achieve equality of contracting and employment opportunity as required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes, as amended by Sections 3 and 4, respectively, of Public Act 89-253:
- (2) "Agency" means the state or any political subdivision of the state other than a municipality;
- (3) "Awarding agency" means an agency which has awarded or granted a contract subject to Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253:
- (4) "Commission" means the commission on human rights and opportunities created by Section 46a-52 of the Connecticut General Statutes as amended by Section 1 of Public Act 89-332:
- (5) "Contract" means any agreement, written or otherwise, between any person and an awarding agency for goods or services;
- (6) "Contract compliance requirements" or "contract compliance statutes" means, if the awarding agency is the state, both Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes; and, if the awarding agency is a political subdivision of the state other than a municipality, but not the state, only Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253:
- (7) "Contractor" means a party to a contract with an awarding agency, and includes a contractor's agents, successors, assigns or any other present or future enterprise sharing one or more of the following characteristics with the contractor: (a) interlocking directorships; (b) interrelation of operations (c) common management; (d) common control of labor relations, (e) common ownership of stock, equipment or materials; (f) common financial control of operations; or (g) any other factor evidencing such intermingling of affairs that it is unjust to recognize the separate existence of otherwise nominally,, independent entities. In addition to the foregoing, the word "contractor shall include a subcontractor if the awarding agency is the state or if the contract is for a public works project:
- (8) "Discriminatory practice" means the violation of law referred to in Section 46a-51 (8) of the Connecticut General Statutes;
- (9) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (10) "Good faith efforts" means, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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- (11) "Minority business enterprise" means a business meeting the criteria set forth in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253:
 - (12) "Party" means a person having a legal or property interest in a contract;
- (13) "Person" means one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers and the state and all political subdivisions and agencies thereof;
- (14) "Political subdivision of the state" means a body politic and coporate or other public instrumentality exercising some portion of the sovereign power of the State of Connecticut:
- (15) "Protected Group" means those classes or groups of persons specified in and protected by either applicable state or federal antidiscrimination laws, except that, for affirmative action purposes, the limitations set forth in Section 46a-61 of the Connecticut General Statutes shall apply;
- (16) "Public works contract" or "public works project" means a contract for public works as defined in Section 46a-68b of the Connecticut General Statutes as amended by Section 1 of Public Act 89-253;
- (17) "Reasonable technical assistance and training" means, but is not limited to, the extension of the following kinds of support services by contractor to a minority business enterprise: providing assistance in bidding and estimating costs of projects, goods or services; providing equipment or skilled personnel, under the direction and control of the minority business enterprise, to allow such enterprise either to bid on or complete a project or to obtain or supply goods or services; or any advice, assistance or training of a similar character designed to allow the minority business enterprise to enter into or fulfill contractual obligations;
- (18) "State" means the state of Connecticut including each agency, department, board, commission or council thereof but not any political subdivision of the state or a municipality;
- (19) "Subcontract" means any agreement subordinate to another contract, written or otherwise, between a party to the original contract and one who is not a party to that contract:
- (20) "Subcontractor" means a party to a subcontract with a contractor who has agreed to provide some or all of the goods and services the original contractor is required to provide;
- (21) "Support data" means statistical data, books and records of account, personnel files and other materials and information regarding compliance with antidiscrimination and contract compliance statutes;
- (22) "Technical assistance and training" means the financial, technical or other resources traditionally unavailable to minority business enterprises that a contractor extends to enable such enterprises to compete in the market place as any other contractor, such assistance being provided by the contractor in such a way and in such a manner as not to compromise or impair the integrity of such enterprises as legitimate minority businesses fully meeting the requirements of Section 4a-60 of the Connecticut General Statutes.

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

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

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- (b) The contract provisions required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of the Public Act 89-253, shall be an implied term of every contract to which an awarding agency is a party, regardless of whether they are expressly incorporated into the contract.
- (c) Failure to include the contract provision required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, in a contract or subcontract subject to contract compliance requirements, or ignorance of contract compliance requirements shall not excuse a party from complying with the mandates expressed in Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes.

PART II. OBLIGATIONS OF CONTRACTORS

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

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

- (1) comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;
 - (2) cooperate fully with the commission;
- (3) submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be pre scribed by the commission;
- (4) provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts:
- (5) make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
- (6) maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- (7) not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;
- (8) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review;
- (9) include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met; and
- (10) undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

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

- (a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.
- (b) Contractors shall certify under oath to the commission and the awarding agency that minority businesses selected as subcontractors and suppliers of materials meet the criteria for minority business enterprises set out in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, if such businesses are not currently registered with the department of economic development and if the contractor wishes the commission to consider favorably the selection of an unregistered minority business enterprise in the evaluation of the contractor's good faith efforts. If the contractor does not wish the commission to consider its selection of an unregistered minority business enterprise in its evaluation of the contractor's good faith efforts, no certification need be made. The commission shall accept the registration of a minority business enterprise by the department of economic development, unless the commission determines, pursuant to Section 46a-68j-35, or from information received pursuant to Section 46a-68e of the Connecticut General Statutes that an enterprise fails to meet the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253. Pursuant to Section 46a-77 of the Connecticut General Statutes, the department of economic development and other interested state agencies shall cooperate with the commission to assure that a uniform and complete list of legitimate minority business enterprises is maintained to promote the full and fair utilization of such enterprises in all contracts subject to minority business enterprise requirements.
- (c) Where the awarding agency is the state or where the contract awarded is for a public works project, the commission, in its evaluation of a contractor's good faith efforts, may require that a minority business enterprise selected as a subcontractor or supplier of materials provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met. If the minority business enterprise, whether registered or not registered with the department of economic development, fails to provide the commission with the required information and the contractor falls to demand performance by the subcontractor, the commission shall not consider such enterprise in its evaluation of the contractor's good faith efforts.
- (d) Awarding agencies shall carefully monitor the contractor's selection of subcontractors and suppliers of materials to ensure compliance with Section 32-9e of the Connecticut General Statutes and Section 46a-68-35 (b). The awarding agency's obligation to monitor the contractor's actions shall be a continuing one, and failure to do so shall be deemed a failure to cooperate with the commission.
- (e) The commission shall monitor a contractor's good faith efforts in the same manner provided for monitoring a contractor's compliance with antidiscrimination and contract compliance statutes.

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

- (a) In addition to the obligations of Section 46a-68j-23, and 24, a contractor subject to the requirements of Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-27. Such plan shall be filed with the commission within thirty (30) days of the date the contract is awarded. For good cause shown, the commission may extend the time for filing the plan. No plan shall be considered a plan unless and until it is approved by the commission. Plans shall contain the following elements more particularly described in Section 46a-68j-27:
 - (1) policy statement;
 - (2) internal communication;
 - (3) external communication;
 - (4) assignment of responsibility;
 - (5) organizational analysis;
 - (6) work force analysis;
 - (7) availability analysis;
 - (8) utilization analysis;
 - (9) hiring/promotion goals and timetables; and
 - (10) concluding statement and signature.
- (b) A contractor currently operating an affirmative action program pursuant to an approved affirmative action plan containing substantially all the elements listed in Section 46a-68j-25 (a) may apply to the commission for permission to file that plan in lieu of the plan elements described in Section 46a-68j-27. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why such plan should be accepted by the commission. The commission may accept as substantially equivalent any plan prepared in accordance with and fully meeting the requirements of:
 - (1) 41 CFR Part 60-2, if the contractor is a nonconstruction contractor;
 - (2) 41 CFR Part 60-4, if the contractor is a construction contractor;
- (3) the guidelines on affirmative action appearing at 29 CFR Sections 1608.1 through 1608.12, inclusive;
- (4) Sections 46a-68-1 through 46a-68-73, inclusive, of the Regulations of Connecticut State Agencies: or:
- (5) the terms of any other regulation, order or decree deemed by the commission to meet affirmative action requirements.

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

- (c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, disapprove, or approve in part and disapprove in part any plan so submitted. An approved plan must:
- (1) contain all the elements required by Section 46a-68j-25 (a), or acceptable equivalent provisions;

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

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

- (d) If the commission disapproves an affirmative action plan in whole or in part, it shall notify the contractor in writing within ten (10) days of the disapproval. The notice shall state the reason for disapproval and may provide proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan within thirty (30) days of the date the notice of disapproval is mailed by the commission. If the new or amended plan is disapproved, the commission may take appropriate action to obtain compliance with Section 46a-68c of the Connecticut General Statutes.
- (e) The commission may monitor a contractor's implementation of its affirmative action plan at any time and may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

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

- (a) In addition to the obligations of Sections 46a-68j-23, 46a-68j-24 and 46a-68j-25, a contractor subject to the requirements of Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-28. Such plan shall be filed with the commission within thirty (30) days after a bid has been accepted by an awarding agency, or an advance of or at the same time as the bid is submitted, as the contractor elects. For good cause shown, the commission may extend the time for filing a plan, provided that the awarding agency agrees in writing to withhold two per cent of the total contract price per month until the plan is filed and approved by the commission. No plan shall be considered a plan unless and until it has been approved by the commission. Plans shall contain all elements listed in Section 46a-68j-25, as well as the following elements more particularly described in Section 46a-68j-28:
 - (1) employment analysis;
 - (2) subcontractor availability analysis;
 - (3) minority business enterprises goals and timetables;
 - (4) program goals and timetables; and
 - (5) minority business enterprises assistance and innovative programs.
- (b) Any contractor currently operating an affirmative action program pursuant to an affirmative action plan containing substantially all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) may petition the commission for permission to file that plan in lieu of the plan otherwise required. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why the plan

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

- (c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, approve with conditions or reject any plan so submitted. In addition to the standards announced in Section 46a-68j-25 (c), an approved plan must:
- (1) demonstrate a full and fair commitment to the utilization of minority business enterprises as subcontractors and suppliers of materials.

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

- (d) If a plan does not meet the standards for an approved plan, the commission may either disapprove or conditionally approve the plan. The commission shall notify the contractor and agency intending to award the contract in writing within ten (10) days of the disapproval or conditional approval. The notice shall state the reason for the commission action and may set forth proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan, or provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the commission. If the new or amended plan is disapproved, and the contractor fails to provide written assurances that it will amend its plan, the commission may take appropriate steps to obtain compliance with Section 46a-68d, 46a-68j-26d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253 including a recommendation that the contract not be awarded, as the case may be.
 - (e) The commission may conditionally approve a plan only if:
- (1) the plan contains all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) or equivalent authority accepted by the commission;
- (2) the plan meets a majority of the criteria for approval under Sections 46a-68j-25 (c) and 46a-68j-26 (c);
- (3) the contractor provides written assurances that it will amend its plan to conform to commission proposals submitted in accordance with Section 46a-68j-25 (d) to meet affirmative action requirements;
- (4) the contractor promises to pledge its best good faith efforts to implement the commission's proposals within agreed upon timetables; and
- (5) the contractor takes appreciable steps to implement at least some of the commission's proposals as a token of its commitment to achieve compliance prior to providing written assurances to the commission.

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

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

- (f) At any time after the commission grants conditional approval of an affirmative action plan, a contractor may apply for full approval of the plan. An application for approval shall be in writing and shall state what action the contractor has taken to meet affirmative action requirements. The commission shall evaluate an application for approval of an affirmative action plan according to the procedures outlined in Sections 46a-68j-25 (c) and 46a-68j-26 (c). The commission shall notify the contractor and agency within ten (10) days of its decision. The commission shall treat such an application for approval as a new plan, and may approve, approve with conditions or disapprove the request.
- (g) The commission shall closely monitor the implementation of affirmative action plans required by Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. The commission may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

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

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

- (1) policy statement. The policy statement shall be signed and dated by the contractor: (A) identifying the individual assigned affirmative action responsibilities; (B) affirming the contractor's commitment to achieve equal employment opportunity through affirmative action; and (C) pledging the contractor's best good faith efforts to attain the objectives of the plan;
- (2) internal communication. The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its work force:
- (3) external communication. The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements;
- (4) assignment of responsibility. The contractor shall designate affirmative action responsibilities to an affirmative action officer. In addition to his or her other duties, the affirmative action officer shall: (A) develop, implement and monitor progress on the contractor's affirmative action plan; (B) acquaint workers with their specific responsibilities under the plan; (C) initiate and maintain contact with unions, recruiting sources and organizations serving members of protected groups concerning the achievement of affirmative action requirements; and (D) conduct meetings and orientation sessions, as necessary, to advise workers and management of the goals of

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

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

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

- (6) work force analysis. For each job title identified in the organizational analysis, the plan shall report: (A) the total number of incumbents; (B) the total number of male and female incumbents; and (C) the total number of male and female incumbents in each of the following groups: (i) whites; (ii) blacks; (iii) Hispanics; and (iv) others;
- (7) availability analysis. As a preparatory step to determining whether minorities and females are fairly utilized in the work force, the contractor shall: (A) conduct an analysis which (i) examines the job content of each job title; (ii) identifies a relevant labor market area for each job title; and (iii) matches each job title to the most similar job title in the data source consulted; and (B) calculate the availability of groups identified in Section 46a-68j-27 (6) from: (i) employment figures in the relevant labor market area; (ii) unemployment figures in the relevant labor market area; (iii) the availability of promotable and transferable persons in the contractor's work force; (iv) the availability of persons having requisite skills in an area in which the contractor can reasonably recruit; (v) the existence of training institutions or apprenticeship programs capable of training persons in the requisite skills; (vi) the availability of minority business enterprises as subcontractors and suppliers of materials; (vii) the degree of technical assistance the contractor is able to provide to minority business enterprises; and/or (viii) any other relevant source;
- (8) utilization analysis. To determine whether minorities and females are fully and fairly utilized, the plan shall compare the representation of these groups in the work force, taken from Section 46a-68j-27 (6), with the availability of such persons for employment, calculated in Section 46a-68j-27 (7).

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

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

- (9) goals and timetables. For each instance of under utilization in the work force, the contractor shall set goals to increase the representation of minorities and females among its workers. Goals shall not be rigid quotas which must be met at any cost, but shall be significant, measurable and attainable objectives with timetables for completion. In establishing the length of timetables, the contractor shall consider the anticipated expansion, contraction and turnover of the work force and the results which may reasonably be expected from putting forth every good faith effort to make the affirmative action plan an effective instrument for achieving equal employment opportunity; and
- (10) concluding statement and signature. Affirmative action plans shall contain a concluding provision signed and dated by the contractor stating that the contractor: (A) has read the plan and that the contents of the plan are true and correct to the best of his

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

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

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

- (1) employment analysis. The contractor shall undertake a comprehensive review of the employment process to identify policies and practices that build in or perpetuate barriers to equal employment opportunity. Where applicable, the following factors shall be addressed: (A) job qualifications; (B) job specifications; (C) recruitment practices; (D) personnel policies; (E) job structuring; (F) training and apprenticeship programs; (G) subcontracting practices; and (H) layoff and termination policies. The plan shall report what activities were undertaken to identify barriers to equal employment opportunity;
- (2) subcontractor availability analysis. When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the department of economic development, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;
- (3) minority business enterprise goals and timetables. Based upon the availability of minority business enterprises calculated in Section 46a-68j-28 (2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The plan shall detail what steps it took to make such opportunities available;
- (4) program goals and timetables. Where the employment analysis has identified barriers to equal employment opportunity, the contractor shall design specific corrective measures in the form of program goals to eliminate the barriers. Goals shall be accompanied by timetables designed to achieve compliance with affirmative action objectives within the shortest reasonable limits possible. The plan shall describe all actions taken to identify problem areas and realize program goals; and
- (5) minority business enterprise assistance and innovative programs. Consistent with Sections 46a-68j-21 (17) and 46a-68j-21 (22), the contractor shall develop programs to assist minority business enterprises in entering the economic mainstream. The plan shall detail what programs the contractor has created to accomplish this endeavor.

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

- (a) A contractor meeting the following requirements may at any time apply to the commission for exemption from contract compliance requirements and the commission may exempt a contractor if:
- (1) the contractor has been found in compliance with antidiscrimination or contract compliance statutes, as provided for in Section 46a-68j-32 (c).

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- (2) the work to be performed under the contract is to be or has been per formed outside the state and no recruitment of workers within the limits of the state is involved;
 - (3) the contract awarded is for less than \$10,000.00;
- (4) the number of workers employed by the contractor or subcontractor to perform the contract totals twenty-five (25) or less; or
- (5) the contractor is a sole source provider of goods or services not readily available and the benefit to the state greatly outweighs contract compliance considerations.
- (b) A contractor meeting the following requirements may at any time apply to the commission for partial exemption from contract compliance requirements and the commission may exempt a contractor if:
- (1) the contractor maintains facilities which are in all respects separate and distinct from activities related to the performance of the contract;
- (2) the contract involves a subcontract meeting the criteria set forth in Section 46a-68j-29 (a).
- (c) An application for exemption or partial exemption shall be in writing and shall identify the subpart or subparts of Section 46a-68j-29 (a) or 46a-68j-29 (b) the contractor relies upon to qualify for exemption. The application shall be accompanied by such support data as is necessary to fully document the validity of the request. Pursuant to Section 46a-68e of the Connecticut General Statutes, the commission may from time to time require that additional information be provided. The commission shall not approve an application unless the support data convincingly demonstrates that the contractor qualifies for exemption from contract compliance requirements. The commission shall notify the contractor and awarding agency of its determination within thirty (30) days of its receipt of the application or additional support data, whichever is later.
- (d) a contractor or subcontractor may petition the commission for exemption from the requirements of Section 4a-60 (e) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, and the commission may exempt a contractor or subcontractor if:
- (1) the total value of any subcontractor subcontracts awarded within one fiscal year or calendar year from the date the initial subcontract is awarded is less than ten thousand (\$10,000.00) dollars;
- (2) the contractor and subcontractor are bound by a contractual relationship which was entered into prior to the awarding of the contract with the state for goods or services substantially identical to the goods or services required to fulfill the contractor's obligations to the state, and performance of the subcontractor's responsibilities under the state contract are incidental to the preexisting contract;
- (3) the subcontractor does business outside the state and is not otherwise subject to the laws of the State of Connecticut;
- (4) the commission, pursuant to Section 46a-68j-29, has exempted the contract from contract compliance requirements;
- (5) the subcontractor has developed and implemented an affirmative action plan or promises to develop and implement such a plan, or submits such support data to convince the commission that such a plan is not needed to achieve equal employment opportunity:
- (6) the number of workers employed by the subcontractor or any subcontractor thereto to perform the subcontract to the contractor totals less than twenty-five (25); or

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

PART III. OBLIGATIONS OF AWARDING AGENCIES

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

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

- (1) consult the Connecticut Law Journal pursuant to Section 46a-68j-41, before awarding a contract to ascertain that a potential contractor has not been issued a notice of noncompliance;
- (2) if the awarding agency is the state or if the contract is for a public works project, consult the list of of minority business enterprises prepared by the department of economic development or the list of such enterprises maintained by other agencies and monitor the contractor's choice of subcontractors and suppliers of materials;
- (3) comply fully with all federal and state antidiscrimination laws and regulations including, if the awarding agency is required to file an affirmative action plan with the commission, Section 46a-68-35;
 - (4) cooperate fully with the commission;
- (5) submit periodic reports of its employment and contracting practices in such form, in such a manner and at such a time as may be prescribed by the commission;
- (6) maintain full and adequate support data for a period of two (2) years from the date the record is made or the date the contract was executed, whichever is later, provided that this requirement shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- (7) make available for inspection and copying any support data requested by the commission, and make available or interview any agent, servant, employee or other person having knowledge of any matter concerning the investigation of a discriminatory practice complaint or relating to a contract compliance review;
- (8) notify all bidders, on a form developed by the commission, that the contract to be awarded is subject to contract compliance requirements;
- (9) aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials;
- (10) consider, as bearing upon the responsibility and qualification of a bidder to meet its contract compliance requirements, the following factors:
 - (A) the bidder's success in implementing an affirmative action plan;
- (B) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17, inclusive;
- (C) the bidder's promise to develop and implement a successful affirmative action plan;
- (D) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area:
- (E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises; and

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- (11) report, as Part of its affirmative action Ian under Section 46a-68-49, all efforts and activity directed to awarding a fair proportion of its contracts to minority business enterprises; and
- (12) under such other reasonable activities or efforts as the commission may prescribe

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

- (a) An awarding agency shall notify the commission of all contracts subject to contract compliance requirements within ten (10) days of the date the contract is executed. Notice of the contract award shall be on a form provided by the commission and include:
- (1) the name, address, telephone number and principal place of business of the contractor;
 - (2) total number of employees of the contractor (if known);
- (3) if the awarding agency is the state or if the contract is for a public works project, the name, address, telephone number and principal place of business of each subcontractor:
- (4) if the awarding agency is the state or if the contract is for a public works project, a statement as to how the criteria contained in Section 46a-68j-30 (a) (10) were applied in the selection of the successful bidder, and a statement as to what agreement, if any, was reached between the contractor and awarding agency to assure that the contractor will satisfy the contract compliance requirements contained in the contract;
 - (5) a statement whether the contract is a public works contract;
 - (6) the duration of the contract;
 - (7) the dollar value of the contract; and
- (8) the name, job title, address and telephone number of the person at the awarding agency whom the commission may contact if further information is required.
- (b) an awarding agency shall not be required to report contracts otherwise subject to contract compliance requirements if the contract awarded is:
 - (1) for commodities or goods in the amount of \$3,000.00 or less; or
- (2) for leases, rental or personal service agreements in the amount of \$4,000.00 or less.
- (c) Failure to comply with the requirements of Section 46a-68j-31 (a) shall be deemed a failure to cooperate with the commission.

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

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

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

- (b) For good cause shown, the commission may grant an extension of time for submission of a contract monitoring report. Requests for extensions of time shall be made in writing within the time that the report form is otherwise scheduled to be provided, and shall set forth specific reasons for requesting the extension.
- (c) The commission shall excuse a contractor from the requirements of this Section, if the commission has determined that the contractor is in compliance with state or federal antidiscrimination and contract compliance statutes, provided that the commission's determination of compliance has been made within one (1) year preceding the date the commission is notified, pursuant to Section 46a-68j-31, that a subsequent contract has been awarded to the same contractor. It shall be the responsibility of the contractor to provide evidence demonstrating that it has been found to be in compliance with either state or federal antidiscrimination and contract compliance statutes by an agency of competent authority. For other good and compelling reason, the commission may likewise excuse a class or classes of contractors from the requirements of this section.
- (d) Failure to fully complete a contract monitoring report form within the designated time shall be a violation of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

PART IV. REVIEW AND MONITORING

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

- (a) The commission shall review contract monitoring report forms received pursuant to Section 46a-68j-32 to assess the contractor's conformance with anitdiscrimination and contract compliance statutes.
- (b) The commission may require contractors to provide such other and further information to assess the contractor's conformance with antidiscrimination and contract compliance statutes. Requests for additional information shall be made in writing and shall describe the information sought. The provisions and time limitations of Section 46a-68j-32 shall govern the treatment of requests for additional information.
- (c) Contractors determined to be in conformance with antidiscrimination and contract compliance statutes, based upon a review of the contract monitoring report and any other information provided pursuant to this section, shall be notified in writing by the commission. A copy of the notice shall be sent to the awarding agency.
- (d) The commission's determination that a contractor is in conformance with antidiscrimination or contract compliance statutes shall not preclude a determination that a discriminatory practice has been committed in a proceeding under Chapter 814c of the Connecticut General Statutes, as amended or in a proceeding under the laws of the United States of America.

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

- (a) The commission may conduct a field review:
- (1) whenever review of a contract monitoring report form suggests that a contractor may be in violation of antidiscrimination or contract compliance law;
- (2) if information submitted pursuant to Section 46a-68j-32 suggests that a contractor may be in violation of antidiscrimination or contract compliance law; or
- (3) to determine or verify that a contractor is in compliance with antidiscrimination or contract compliance law.
- (b) In the event that the commission elects to conduct a field review, the commission shall notify the contractor in writing that a field review shall be conducted. Such notice shall recite the date that the commission intends to meet with the contractor to review its employment policies and procedures. A copy of the notice shall be sent to the awarding agency. If additional meetings are necessary, the commission shall so advise the contractor and shall specify the date or dates of such meetings.
 - (c) A field review may consist of, but is not limited to, one or more of the following:
- (1) a review with the contractor of the contract monitoring report form or other information provided the commission pursuant to Section 46a-68j-32;
- (2) a review of personnel records, applications, job descriptions, payroll records and other support data that the commission deems necessary to evaluate the contractor's conformance with antidiscrimination or contract compliance statutes:
- (3) an observation of the contractor's work force made by touring the contractor's facility or construction site at a reasonable time and in a reasonable manner;
- (4) an interview with persons employed by the contractor to elicit their knowledge of the contractor's employment policies and practices;
- (5) contact with community groups in the labor market area to determine whether such organizations are notified of job openings by the contractor;
 - (6) a review of the contractor's subcontracting policies and practices:
- (7) a review of the contractor's efforts to accomplish the goals set out in a letter of commitment signed by the contractor pursuant to Section 46a-68j-36;
- (8) where applicable, an evaluation of the contractor's compliance with the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;
- (9) where the contractor is a state agency, an evaluation of the contractor's compliance with the Affirmative Action by State Government regulations, Sections 46a-68-31 to 46a-68-73, inclusive; and/or
- (10) a request for additional information concerning the contractor's conformance with antidiscrimination or contract compliance statutes.

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

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

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

- (b) When a review indicates that the contractor is not in conformance with antidiscrimination or contract compliance statutes, the commission shall propose specific steps that the contractor must take within specific timetables to correct the deficiencies identified in the review. Such steps may include but are not limited to, the following:
- (1) elimination of employment barriers which may have the effect of discriminating against members of protected groups;
- (2) development and implementation of a program to enhance employment opportunities for members of protected groups;
- (3) affirmative advertising, recruitment and training programs for members of protected groups;
- (4) where applicable, the development and implementation of an apprenticeship program pursuant to the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;
- (5) submission of support data to the commission for a specified period of time to ensure that progress is being made in achieving equal employment and program objectives;
- (6) restructuring of the contractor's employment and subcontracting policies, patterns and practices; or
- (7) establishment of training programs to train and accelerate upward mobility of members of protected groups, when a determination has been made that such persons are under represented in the work force.

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

- (a) A contractor may, within thirty (30) days after notice of the commission's finding is received, accept in writing the commission's proposals to achieve conformance with the law. Acceptance of the commission's proposals shall be made in a letter of commitment in which the contractor shall pledge to make every good faith effort to attain conformance with the law within the timetables set out in the notice. A copy of the letter of commitment shall be sent to the awarding agency by the commission.
- (b) If a contractor refuses to adopt or does not adopt the commission's proposals, the commission and contractor may meet and attempt to resolve any outstanding differences. An agreement thus reached shall be reduced to a letter of commitment signed by the contractor and a representative of the commission. Such letter shall pledge the contractor to make every good faith effort to achieve conformance with antidiscrimination and contract compliance statutes within the timetables set out in the letter of commitment. A copy of the letter shall be sent to the awarding agency by the commission.
- (c) The commission shall closely monitor a contractor's efforts to achieve the goals within the timetables set out in a letter of commitment.

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

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

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

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

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

Sec. 46a-68j-39. Complaints

- (a) The commission may issue a complaint in accordance with Section 46a-82 (b) of the Connecticut General Statutes if the commission has reason to believe that a person:
 - (1) has been engaged or is engaged in a discriminatory practice; and/or
- (2) subject to contract compliance requirements, is not complying with contract compliance statutes.
- (b) Any person claiming to be aggrieved by an alleged discriminatory practice may file a complaint with the commission in accordance with Section 46a-82 (a) of the Connecticut General Statutes.

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PART V. ENFORCEMENT PROCEEDINGS

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

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

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

- (a) In addition to any other action taken, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, the commission shall issue a notice of noncompliance. Issuance of a notice of noncompliance shall prevent a contractor from entering into any further contracts with an awarding agency, until such time as the commission determines that the contractor has adopted policies consistent with such statutes.
- (b) A notice of noncompliance shall be effective upon issuance by the commission. A copy of the notice shall be sent to the awarding agency and the attorney general.
- (c) The commission shall cause the names of all contractors issued a notice of noncompliance to be published in the first regular issue of the Connecticut Law Journal for the months of January, April, July and October, and shall maintain a complete and accurate list of such contractors at all times. All inquiries concerning the compliance or noncompliance of contractors shall be directed to the commission and not the commission on official legal publications. It shall be the responsibility of each awarding agency to consult the Connecticut Law Journal to ascertain whether a potential contractor is eligible to contract with the agency. Failure to consult the Connecticut Law Journal shall be deemed a failure to cooperate with the commission.

Sec. 46a-68j-42. Recision of notice of noncompliance

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

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- (c) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it shall refuse to rescind the notice of noncompliance. The notice of noncompliance shall remain in effect until such a time as the commission finds, pursuant to subsection (b) of this Section, that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes. The commission shall forward a copy of the letter refusing to rescind the notice of noncompliance to the awarding agency and the attorney general.
- (d) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it may allow the contractor an opportunity to submit a supplemental written statement, under oath, describing the additional steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission may permit a contractor to submit a supplemental verified statement only if all of the following conditions are met:
- (1) the commission's earlier determination indicates that the steps required to bring the contractor into compliance with antidiscrimination and contract compliance statutes have been substantially implemented;
- (2) the contractor, in its dealings with the commission, has expressed a general willingness to undertake such action as is necessary to bring its employment policies and practices into compliance with antidiscrimination and contract compliance statutes; and
- (3) the commission will have adequate time following receipt of the verified supplemental statement to make an informed determination whether the contractor has eliminated the conditions giving rise to issuance of the certificate of noncompliance within the time frames imposed by Section 46a-56 (c) of the Connecticut General Statutes, as amended by Section 5 of Public Act 89-253. Absent such conditions, the commission shall decline to solicit or accept a verified supplemental statement from a contractor, and the notice of noncompliance shall remain in effect as provided in subsection (c) of this section.
- (e) Failure to request rescission of a notice of noncompliance within fifteen (15) days after such notice is issued shall not prevent a contractor from thereafter requesting that the commission rescind the notice of noncompliance. In the event that the contractor fails to submit a verified written statement within fifteen (15) days after a notice of noncompliance is issued, the contractor shall submit, together with a verified written statement, a letter in explanation of the reasons for the delay in achieving compliance with antidiscrimination and contract compliance statutes. The commission shall determine whether the contractor adopted policies consistent with antidiscrimination and contract compliance statutes within forty-five (45) days of its receipt of the contractor's verified written statement. The provisions of this section shall apply to all statements submitted after the fifteen (15) day period for submission of a verified written statement has expired.
- (f) The commission shall closely monitor the contractor's efforts to continue in compliance with antidiscrimination and contract compliance statutes.

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

- (a) In addition to any other action taken, the commission may, following presiding officer pursuant to Section 46a-86 of the Connecticut General Statute complying with antidiscrimination or contract compliance statutes, notify the awarding agency or other interested persons that:
- (1) a contractor is not complying with antidiscrimination or contract compliance statutes; and/or
- (2) a state agency has purchased or contracted for supplies or equipment or services contrary to Section 4a-60, as amended by section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and that the contract or subcontract is void and of no effect.
- (3) appropriate action be taken to enforce a recommendation made by the commission pursuant to Section 46a-56 (c) of the Connecticut General Statutes.
- (b) Any notice issued in accordance with subsection (a) of this Section shall include a recommendation that a civil action be brought or not be brought against the administrative head of the awarding agency pursuant to Section 4a-65 of the Connecticut General Statutes to recover the costs of such order or contract.
- (c) In accordance with Section 46a-77 of the Connecticut General Statutes, the commission shall request that appropriate action be taken to enforce the commission's recommendation with all necessary speed.

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

Sec. 46a-68k-1. Definitions

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

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

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

- (a) Any contractor who is a party to a public works contract with an agency may be relieved of the requirements and responsibilities of Sections 4a-60 as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes provided that the commission determines that the contract compliance program of such agency is at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes.
- (b) No contract compliance program shall be approved by the commission unless all of the following criteria are met:
- (1) the agency has statutory authority to review, monitor and enforce contracting policies and practices otherwise covered by Sections 4a-60, a amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes;
- (2) the agency actively and routinely reviews and monitors the policies and practices of contractors, subcontractors, awarding agencies and other concerns under its jurisdiction; and
- (3) where the petition pursuant to Section 46a-68k-3 is for reapproval of an approved agency, the agency has established a satisfactory record of performance pursuant to Sections 46a-68k-6 and 46a-68k-7.

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

- (a) Any agency may petition for approval of its contract compliance program as at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes. Petitions for approval shall be addressed to the chairperson of the commission and shall contain the following information:
- (1) a detailed statement as to how the agency meets the criteria listed in Section 46a-68k-2 (b);
- (2) a detailed organizational statement describing the operation of the contract compliance program, including funding and budget information, the number of employees assigned contract compliance responsibilities and the nature of their duties; and
- (3) the name, job title, address and telephone number of the agency representative whom the commission may contact concerning the program.
- (b) Approval of a contract compliance program by the commission shall expire on the date set forth in the memorandum of understanding between the commission and the agency pursuant to Section 46a-68k-5. Any agency may petition for reapproval of its contract compliance program at any time.

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

- (a) The commission shall review each petition for approval and shall approve the petition only if the agency meets the criteria contained in Section 46a-68k-2 (b). If the commission determines that the agency meets the criteria contained in Section 46a-68k-2 (b), it shall notify the agency in writing that its contract compliance program has been approved as at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes. The commission shall approve a petition only upon the affirmative vote of a majority of its members present and voting.
- (b) Where it appears from the petition that a contract compliance program does not meet the criteria contained in Section 46a-68k-2 (b), the commission shall deny the petition. The commission shall notify the agency in writing of its decision. The notice shall specify the grounds upon which the denial is based.
- (c) An agency whose petition has been denied may request that the commission reconsider its determination. Requests for reconsideration shall be addressed to the chairperson of the commission and shall provide all information and documents necessary to demonstrate that the agency meets the criteria contained in Section 46a-68k-2 (b). The commission shall grant such requests only upon the affirmative vote of a majority of its members present and voting.

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

- (a) Upon approval of a contract compliance program as at least equivalent to the requirements and responsibilities of Section 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes, the commission shall meet with the agency to discuss the terms of the agreement under which the agency shall substitute its own program for that of the commission. The memorandum of understanding shall contain, at a minimum, the following provisions:
 - (1) a detailed description of the agency's contract compliance program;
 - (2) the length of time for which the commission has approved use of the program;
- (3) an organizational statement containing information on the amount of funds requested or budgeted to operate the program, the number of employees assigned contract compliance responsibilities and the nature of their duties;
- (4) a description of the types of contracts or the names of contractors subject to agency review;
- (5) a statement of what information the agency will report to the commission concerning its contract compliance program and the frequency of such reporting; and
- (6) such other and further terms as is necessary for the effective implementation of the agreement.
- (b) A memorandum of understanding shall be signed by the commission and the agency, and shall pledge the parties to make a good faith effort to implement the agreement faithfully and for the best interests of the state.
- (c) Failure of the commission and the agency to execute a memorandum of understanding within thirty (30) days of the date that the agency receives notice from the commission approving the program shall result in a forfeiture of the approval. For good cause shown, the commission may grant an extension of time to execute a memorandum of understanding. Extensions of time may be granted only upon certification to the commission from its representatives that an agreement is an immediate, likely outcome of further discussion.

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

- (a) The commission shall accord equivalent weight to the determinations of an agency approved pursuant to Section 46a-68k-4. If the agency determination was made in full accordance with the terms of the memorandum of understanding between the agency and the commission and all applicable laws and regulations governing the agency's contract compliance program, the commission shall treat the agency's determination as if it were reached by the commission under Sections 46a-68j-21 through 46a-68j-43, inclusive.
- (b) The commission may reverse the determination of an approved agency only if an independent review indicates that there is a considerable probability that the conclusion reached by the agency is against the evidence. The commission may review any such determination upon its own motion or upon the application of any person, and may reverse or modify the agency's determination upon an affirmative vote of a majority of its members present and voting.

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

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

- (a) To assure that agencies maintain standards consistent with Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes, and Sections 46a-68j-21 through 46a-68j-43, inclusive, the commission shall conduct an annual review of each contract compliance program approved pursuant to Section 46a-68k-4. At a minimum, the commission shall evaluate:
- (1) the degree to which an agency's program conforms to the memorandum of understanding;
 - (2) the quantity and accuracy of contract compliance reviews;
- (3) the extent to which the agency has successfully implemented proposals to increase the efficiency of its program;
 - (4) the overall effectiveness of the contract compliance program; and
- (5) the extent to which the agency has cooperated with the commission the operation of its contract compliance program.
- (b) Each agency shall provide the commission with all information necessary to complete the evaluation of its contract compliance program. Failure to provide the commission with complete and accurate information shall be deemed a failure to cooperate with the commission as required by Section 46a-77 of the Connecticut General Statutes. In addition to any other action taken, the commission may terminate the memorandum of understanding with the agency and revoke its approval of the agency's contract compliance program, as provided in Section 46a-68k-8.
- (c) The commission shall report its findings to the agency within ninety (90) days of the date it has received all pertinent information provided pursuant to Section 46a-68k-6 (b). The commission shall include in its report a list of recommendations as to how the agency may improve the effectiveness and efficiency of its contract compliance program, together with proposed timetables for implementation of each recommendation, if any.
- (d) If the commission finds that an agency's program is deficient, when measured against the criteria of Section 46a-68k-7 (a), the agency shall confirm in writing that it has accepted the recommendations and timetables proposed by the commission within fifteen (15) days of the date the agency receives the commission's report. If an agency fails or refuses to accept the commission's recommendations and timetables, it shall notify the commissioner in writing within fifteen (15) days of the date the commission's report is received. The agency may propose countermeasures and timetables to correct deficiencies noted in the commission's report. The commission and agency shall meet within ten (10) days of the commission's receipt of the agency's counterproposals to resolve outstanding differences. Any agreement between the commission and agency

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

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

- (a) The commission, acting upon its own motion or the complaint of any person, may revoke its approval of any contract compliance program made pursuant to Section 46a-68k-4 if:
- (1) a contract compliance program no longer meets the criteria contained in Section 46a-68k-2 (b);
- (2) an agency is in violation of the terms of a memorandum of understanding entered into pursuant to Section 46a-68k-5;
- (3) an agency's performance is found deficient by the commission in accordance with Section 46a-68k-7; or
- (4) an agency fails to accept or implement the commission's recommendations issued as part of an annual review conducted under Section 46a-68k-7.
- (b) A petition to revoke approval of an approved contract compliance program shall be filed under oath in writing and shall state what subdivision or subdivisions of Section 46a-68k-8 (a) are alleged to have been violated, together with a statement of the facts and circumstances upon which the charged violations are based. The commission shall serve a copy of the petition upon the agency by registered mail within ten (10) days of its vote to initiate revocation proceedings or within ten (10) days of its receipt of a petition; as the case may be.
- (c) The agency shall file an answer to the petition within fifteen (15) days of the date it is mailed by the commission. The answer shall contain a detailed response to the allegations of the petition and shall be accompanied by such information as appropriate to rebut the charges.
- (d) The commission shall carefully consider the evidence in support of and against the agency. In accordance with Section 46a-54 (9) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-332, the commission may hold a hearing, if necessary, on the question. If the evidence indicates that the agency's contract compliance program is not at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes, the commission may revoke its approval of the program by the affirmative vote of a majority of its members present and voting.

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OPM Ethics Form 1 Rev. 10-31-07
Page 1 of 2

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

INSTRUCTIONS:

Complete all sections of the form. Attach additional 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:

- "Contract" means that contract between the State of Connecticut (and/or one or more of it 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 contactor 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. §§ 4-250(5) and 4-252(c)(1)(B) and (C).
- I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, 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 <u>statewide public office</u>, 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 <u>statewide public office</u> or the General Assembly, are listed below:

OPM Ethics Form 1 Rev. 10-31-07 Page 2 of 2



			<u>Description</u>
Contributions to Candid	ates for the Gene	ral Assembly:	
Name of Contributor	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
e best of my knowledge an	d belief, subject to	the penalties of	false statement.
Name	Signature of A	Authorized Off	icial
cknowledged before me	this day	of	, 200
Con	nmissioner of the	Superior Cour	t (or Notary Publi
y Use Only			
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gency	Pla	anning Start Dat	te
	Name of Contributor e best of my knowledge and warme cknowledged before me	Name of Contributor Recipient e best of my knowledge and belief, subject to Name Signature of A cknowledged before me this day of	e best of my knowledge and belief, subject to the penalties of

OPM Ethics Form 5 Rev. 10-31-07



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.

term of the Sta	ate contract.			
AFFIDAVIT:	[Number of Affidav	rits Sworn and Subs	scribed On This Day:]
described in C who is authori	onnecticut General Sized to execute such	atutes § 4a-81(a), contract. I furthe	or that I am the individ	rendor awarded a contract, as dual awarded such a contract t entered into any consulting d below:
Consultant's N	ame and Title		Name of Firm (if app	licable)
Start Date	End Da	nte	Cost	
Description of	Services Provided: _			
If YES:Name	of Former State Ager	су	Termination Date of	Employment
Sworn as true	to the best of my kno	wledge and belief,	subject to the penalties	of false statement.
Printed Name	of Bidder or Vendor	Signature of Ch	ief Official or Individu	al Date
		Printed Name (of	above)	Awarding State Agency
Sworn and su	ubscribed before me	on this	_ day of	, 200
		Commission	er of the Superior Cou	 urt

Commissioner of the Superior Court or Notary Public OPM Ethics Form 6 Rev. 10-31-07



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

mc	re than \$500,000, parsaan to Connectical General	Statutes yy 1-101mm ana 1	1-10144		
INSTR	UCTIONS:				
	ete all sections of the form. Submit completed form d below.	to the awarding State age	ncy or contractor, as		
CHECK	CONE:				
	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 S submitting this affirmation to the awarding State a this box if the contract was a sole source award.]				
	I am a subcontractor or consultant of a contractor or procurement contract. I am submitting this affir		ge State construction		
IMPOF	RTANT NOTE:				
agency	ctors shall submit the affirmations of their subcontract. Failure to submit such affirmations in a timely material construction or procurement contract.				
AFFIR	MATION:				
thereof pursua	undersigned person, contractor, subcontractor, conf., affirm (1) receipt of the summary of State ethics nt to Connecticut General Statutes § 1-81b and (2) tractor, or consultant have read and understand ons.	s laws* developed by the C that key employees of such	Office of State Ethics person, contractor,		
	summary of State ethics laws is available on the State tp://www.ct.gov/ethics/lib/ethics/contractors_guide_		tate Ethics website		
Signati	ure	Date			
Printed	Name	Title			
Firm or	Corporation (if applicable)	-			
Street	Address	City	State Zip		

Awarding State Agency

NONDISCRIMINATION CERTIFICATION

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

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

WHEREFORE,	I, the	undersigned,	have	executed	this	certificate	this	 day	of
, 20									
Signatura				-					
Signature									

Effective June 25, 2007

NONDISCRIMINATION CERTIFICATION

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

I, signer's name, signer's title, of name of entity, an entity lawfully organized and existing
under the laws of <u>name of state or commonwealth</u> , do hereby certify that the following is
a true and correct copy of a resolution adopted on theday of, 20 by
the governing body of name of entity, in accordance with all of its documents of
governance and management and the laws of <u>name of state or commonwealth</u> , and further
certify that such resolution has not been modified, rescinded or revoked, and is, at
present, in full force and effect.
RESOLVED: That <u>name of entity</u> hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.
WHEREFORE, the undersigned has executed this certificate this day of,
20
Signature

Effective June 25, 2007

STATE OF CONNECTICUT - AGENCY VENDOR FORM

P-26NB Rev 4/03

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

READ & COMPLETE CAREFULLY

COMPLETE VENDOR LEGAL BUSINESS NAME			'	Taxpayer ID # (TIN): [☐ SSN ☐ FEIN
	WRITE/TYPE SSN/FEIN	NUMBER ABOVE			
BUSINESS NAME , TRADE NAME, DOING BUSINESS	S AS (IF DIFFEREN	T FROM ABOVE)			
	LC CORPORATION			HIP LLC SINGLE LE PROPRIETOR	MEMBER ENTITY
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVID	UAL'S NAME (AS	OWNER) MUST AP	PPEAR IN	N THE LEGAL BUSINESS NA	AME BLOCK ABOVE.
BUSINESS TYPE: A. SALE OF COMMODITIES	B. MEDICAL S	ERVICES C. A	ATTOR		TAL OF PROPERTY ESTATE & EQUIPMENT)
E. OTHER (DESCRIBE IN DETAIL)	NIGHTEGG WOLLDD	OVERDE TO THE CT			11T) N
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS				ENTER LETTER FROM ABO	
NOTE: IF YOUR BUSINESS IS A <i>PARTNERSHIP</i> , YOU					
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN W				ALLTARINERS TO TOU	C DID SUDMISSION.
VENDOR ADDRESS STREET				CITY STATE	ZIP CODE
	susiness Address & Co	ontact information on b	back of thi	is form.	
VENDOR E-MAIL ADDRESS		VENDOR WEB S	SITE		
REMITTANCE INFORMATION: INDICATE BELOW THE	REMITTANCE ADI		USINESS		
REMIT ADDRESS STREET		CITY		STATE	ZIP CODE
CONTACT INFORMATION: NAME (Type or Print)					
CONTACT INFORMATION. NAME (TYPE OR PRINT)					
1 st Business Phone:	Ext. #	HOME PHONE:			
2 ND BUSINESS PHONE:	Ext. #	1 st Pager:			
CELLULAR:		2 ND PAGER:			
1 st Fax Number:		TOLL FREE PHO	ONE:		
2 ND FAX NUMBER:		TELEX:			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO	SIGN PROPOSALS	ON BEHALF OF TI	_	VE NAMED VENDOR SIGN HERE	DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLE	OF AUTHORIZED PERSON	1
Is Your Business Currently a DAS Certified	SMALL BUSINES	SS ENTERPRISE? [YES	(ATTACH COPY OF CERTIF	ICATE) NO
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS					
FOR PURCHASE ORDER DISTRIBUTION: 1) CHEC	K ONLY ONE BOY	(BELOW 2) INDII	IT E-MAI	II ADDDESS OD FAY# (II	CHECKED)
E-MAIL	K ONET ONE BOX	FAX	JI L-IVIAI		MAIL DEDI
If EDI was selected, give us a person to contact	in vour compan		•		MAIL LDI
NAME:	jour compan	y to set up EDI.	•		
E-MAIL ADDRESS:					
TELEPHONE NUMBER:					
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION	UTION: 1) CHECK	ONLY ONE BOY BEI	1 UW 2) I	NPUT E-MAIL ANNRESS OF	FAX # (IE CHECKED)
E-MAIL	e 11010 I J OILLON	FAX			MAIL

Form (Rev. January 2005)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

ge 2.	Name (as shown on your income tax return)					
on page	Business name, if different from above					
Print or type Specific Instructions	Check appropriate box: Individual/ Corporation Partnership Other	>			mpt fro	m backup
Print o	Address (number, street, and apt. or suite no.) Requester's name and address (optional)					
pecific	City, state, and ZIP code					
See S	List account number(s) here (optional)					
Part	Taxpayer Identification Number (TIN)					
backu alien,	Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.					
Note. to ente	If the account is in more than one name, see the chart on page 4 for guidelines on whoser.	e number	Employer	identificatio	n numb	per
Part	II Certification					
Under	penalties of perjury, I certify that:					
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting	ng for a numb	ber to be i	ssued to n	ne), and	d
Re	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and					
3. I a	m a U.S. person (including a U.S. resident alien).					
withho For me arrang	cation instructions. You must cross out item 2 above if you have been notified by the IRS olding because you have failed to report all interest and dividends on your tax return. For ortgage interest paid, acquisition or abandonment of secured property, cancellation of dement (IRA), and generally, payments other than interest and dividends, you are not reque your correct TIN. (See the instructions on page 4.)	real estate trebt, contribut	ransaction ions to an	s, item 2 d individual	oes no retirem	t apply. ent
Sign Here	Signature of U.S. person ▶	Date ▶				

Purpose of Form

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

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

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Form W-9 (Rev. 1-2005) Page **2**

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
- 3. The IRS tells the requester that you furnished an incorrect TIN, or
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

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

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

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

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

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

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

Exempt From Backup Withholding

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

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

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

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

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- 2. The United States or any of its agencies or instrumentalities,
- 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- 5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

Form W-9 (Rev. 1-2005) Page **3**

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

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

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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

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

Form W-9 (Rev. 1-2005) Page **4**

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

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

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

•	
For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
Custodian account of a minor (Uniform Gift to Minors Act) a. The usual revocable	The minor ² The grantor-trustee ¹
savings trust (grantor is also trustee)	3
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
Corporate or LLC electing corporate status on Form 8832	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

²Circle the minor's name and furnish the minor's SSN.

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

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)