

**State of Connecticut**  
**Office of Policy and Management**

**NONPROFIT COLLABORATION INCENTIVE GRANT PROGRAM**

**REQUEST FOR APPLICATIONS**

**March 1, 2011**

The Office of Policy and Management (OPM) announces the release of a Request For Applications (RFA) for the Nonprofit Collaboration Incentive Grant Program (NCIGP). Eligible applicants must be a collaboration of two or more nonprofit organizations providing services in Connecticut.

The NCIGP will distribute grants to qualified 501(c)(3) nonprofit organizations. Applicants may request funding for one-time infrastructure costs to implement consolidations of programs or services resulting from the collaboration of two or more nonprofit organizations. Grant funds may be used for the purchase of, or improvements to, facilities; refinancing of facility loans; equipment purchases; energy conservation, transportation and technology projects; planning and administrative costs related to such purchases, improvements, refinancing, or projects; and relocation expenses related to physical consolidation. The term "programs and services" is broadly defined to include joint ventures involving shared business operations, functions, or services.

Final selection of applications is at the discretion of the Secretary of OPM. Funding of any selected application is contingent upon the State Bond Commission's approval of up to \$5 million in funds authorized under Section 25 of Public Act 09-2. The amount of available funding may be reduced if OPM awards any grant funds as a result of a previously issued RFA in May 2010. Any change in the amount of available funding will be posted as an amendment to this RFA on the State Contracting Portal.

Grant applications must be submitted before the deadline to the Official Contact for this solicitation: Pamela Trotman, Office of Policy and Management, 450 Capitol Avenue, MS#52HHS, Hartford, Connecticut 06106-1379.

The RFA, amendments to the RFA, and other information associated with this RFA are available upon request from the Official Contact, or on the Internet at the following locations:

- (1) State Contracting Portal at [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2)
- (2) OPM's RFP web page at <http://www.ct.gov/opm/rfp>

Deadline for submission of applications is 2:00 p.m. on Wednesday, June 22, 2011.

Posted March 1, 2011

- OPM WEBSITE
- DAS WEBSITE

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**I. GENERAL INFORMATION**

■ **A. INTRODUCTION**

The Office of Policy and Management (OPM) announces the release of a Request For Applications (RFA) for the Nonprofit Collaboration Incentive Grant Program (NCIGP). The purpose of the NCIGP is to provide grants for one-time infrastructure costs to implement consolidations of programs and services resulting from the collaboration of two or more nonprofit organizations. The term "programs and services" is broadly defined to include joint ventures involving shared business operations, functions, or services.

Eligible applicants must be a collaboration of two or more nonprofit organizations currently providing services in Connecticut.

The program will distribute grants to qualified 501(c)(3) nonprofit organizations for:

- the purchase of, or improvements to, facilities;
- refinancing of facility loans;
- equipment purchases;
- energy conservation, transportation and technology projects;
- planning and administrative costs related to such purchases, improvements, refinancing, or projects; and
- relocation expenses related to physical consolidation.

This Request For Applications (RFA) is issued in accordance with Section 25 of Public Act 09-2, September Special Session. OPM reserves the right to amend or cancel this RFA, at any time, if OPM deems it to be necessary, appropriate, or otherwise in the best interests of the State.

The NCIGP is funded by proceeds from State General Obligation Bonds. Use of such funds is subject to review and approval of the State Bond Commission in accordance with Section 3-20 of the Connecticut General Statutes.

■ **B. ABBREVIATIONS / ACRONYMS / DEFINITIONS**

C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunities (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
DOIT	Department of Information Technology (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
NCIGP	Nonprofit Collaboration Incentive Grant Program (CT)
OAG	Office of the Attorney General (CT)

OPM	Office of Policy and Management (CT)
P.A.	Public Act (CT)
RFA	Request For Applications
SFY	State Fiscal Year
TEPF	Tax-Exempt Proceeds Fund
U.S.	United States

- *applicant*: a collaboration of two or more nonprofit organizations that submits an application in response to this RFA for the NCIGP
- *collaboration*: two or more nonprofit organizations that work together on a common project or consolidation
- *consolidation*: the combining of programs and services (including, but not limited to, joint ventures involving shared business operations, functions, or services)
- *contract*: an award of financial assistance by the State of Connecticut, where the grantee is required to expend funds in the manner specified by a written, signed agreement between the parties
- *direct cost*: an expense directly associated with, and incurred by, a project funded by the NCIGP
- *grantee*: a nonprofit organization that enters into a contract with the State of Connecticut as a result of this RFA process
- *infrastructure costs*: one-time expenditures for capital assets, such as facilities, equipment, technology, or transportation
- *participant organization*: a nonprofit organization that is currently providing services in Connecticut and has entered into a collaboration with one or more similar nonprofit organizations to consolidate programs or services
- *physical consolidation*: the siting of two or more nonprofit organizations at the same location for the purpose of combining their programs or services
- *project*: an undertaking by a collaboration to improve a component of their participant organizations' infrastructure to mutual advantage

## ■ C. PROGRAM OVERVIEW

The purpose of the Nonprofit Collaboration Incentive Grant Program is to provide grants for one-time infrastructure costs to implement consolidations of programs or services resulting from the collaboration of two or more nonprofit organizations. The term "programs and services" is broadly defined to include joint ventures involving shared business operations, functions, or services. The State Bond Commission is authorized to issue up to \$5,000,000 to award one-time funding to support such collaborations.

NOTE: The amount of available funding may be reduced if OPM awards any grant funds as a result of a previously issued RFA in May 2010. Any change in the amount of available funding will be posted as an amendment to this RFA on the State Contracting Portal.

Funds awarded under this grant must not be used for salaries, utilities, supplies, ordinary repairs or maintenance, or other ongoing operating costs. No studies will be considered for funding.

Funding may be requested for planning and administrative costs directly related to the consolidation of programs or services. Planning and administrative functions may include, but are not limited to, the general management, oversight, or coordination of the consolidation. Applicants may be required to provide information and documentation related to any planning and administrative costs included in the application.

**1. Program Guidelines.** The selection of applications will be made on a competitive basis. Applicants and grantees must comply with the following guidelines:

- (a) Eligible applicants must be a collaboration of two or more nonprofit organizations providing services in Connecticut. If selected for a grant award, applicants should plan for and encourage additional nonprofit organizations to join the collaboration in the future.
- (b) Eligible uses of funding are the purchase of, or improvements to, facilities; refinancing of facility loans; equipment purchases; energy conservation, transportation and technology projects; planning and administrative costs related to such purchases, improvements, refinancing, or projects; and relocation expenses related to physical consolidation.
- (c) Grant funds must be used for one-time infrastructure costs to implement consolidations of programs and services resulting from the collaborative efforts of two or more nonprofit organizations. The term "programs and services" is broadly defined to include joint ventures involving shared business operations, functions, or services. Relocation expenses related to physical consolidation may be considered for funding.
- (d) Applications must demonstrate and fully detail projected savings and efficiencies due to the consolidation of programs or services.
- (e) Grantees must adhere to allowable costs as defined in OPM's "Cost Standards" for determining the costs of contracts, grants, and other agreements with organizations that receive funding from the State of Connecticut. Find the cost standards at: [http://www.ct.gov/opm/fin/cost\\_standards](http://www.ct.gov/opm/fin/cost_standards)

**2. Prioritization for the Awarding of Grants.** Preference will be given to applications that:

- (a) Have existing contracts with the State of Connecticut to provide health or human services;
- (b) Maximize efficiencies gained by streamlining (e.g., those with greater economies of scale or higher ratios of savings over a three-to-five year period that are equal to, or greater than, the grant award received);
- (c) Maximize the State's investment by leveraging additional funding from federal or private sources;
- (d) Plan for and encourage additional nonprofit organizations to join the collaboration in the future;
- (e) Demonstrate real change (e.g., actual physical consolidation, not merely designating certain staff within one nonprofit organization to perform functions for another nonprofit organization);
- (f) Demonstrate fiscal stability and show sustainable funding in the out years; and
- (g) Consolidate larger scopes of shared business operations, functions, or services, including, but not limited to:
  - (1) fiscal and administrative, such as payroll, billing, fee collection, purchasing, and accounting;
  - (2) human resources, such as staff recruitment and screening, health and retirement benefits, and unemployment insurance;
  - (3) information and technology, such as data collection and analysis.

**3. Funding.** Grantee selection is at the discretion of the Secretary of OPM, who may select any, part, or none of the applications for possible funding. The award of funding is further contingent upon the review and approval of the State Bond Commission. Applicants may be required to provide additional documentation to support any request to the State Bond Commission for funding.

- 4. Supplanting of Funds.** Funding received for any project under this grant program must be used to supplement, and not supplant (take the place of), any federal or private funds received for the project. The possibility of supplanting will be the subject of careful application review, possible pre-award review, post-award monitoring, and audit. Any supplanting of federal or private funds with grant funds is a ground for potential suspension or termination of grant funding, recovery of funds already provided, or other civil or criminal sanctions.
- 5. State Liability.** The State shall assume no liability for failed joint ventures or collaborations between nonprofit organizations.

## ■ D. APPLICATION INSTRUCTIONS

Failure to abide by these instructions may result in disqualification of the application.

- 1. Official Contact.** OPM has designated the individual below as the Official Contact for purposes of this Request For Applications (RFA). The Official Contact is the **only authorized contact** for this RFA and, as such, handles all related communications on behalf of OPM. Applicants, prospective applicants, and other interested parties are advised that any communication with any other OPM employee (including appointed officials) or personnel under contract to OPM about this RFA is strictly prohibited. Applicants or prospective applicants who violate this instruction may risk disqualification from further consideration.

Pamela Trotman  
Office of Policy and Management  
450 Capitol Avenue, MS#52HHS  
Hartford, Connecticut 06106-1379  
PHONE: 860.418.6359  
FAX: 860.418.6495  
E-Mail: [pamela.trotman@ct.gov](mailto:pamela.trotman@ct.gov)

- 2. Application Information.** The RFA, amendments to the RFA, and other information associated with the RFA are available in electronic format from the Official Contact or on the Internet at the following locations:

- Office of Policy and Management RFP Web Page  
[www.ct.gov/opm/RFP](http://www.ct.gov/opm/RFP)
- State Contracting Portal  
[http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?Acclast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2)

It is strongly recommended that all applicants or prospective applicants interested in this RFA subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State contracting, including this RFA.

Printed paper copies of all documents are also available from the Official Contact upon request.

- 3. Contract.** The award of any contract pursuant to this RFA is dependent upon the review and approval of OPM, the State Bond Commission, and OAG. OPM anticipates the following:
  - Total Funding Available: Up to \$5 Million
  - Number of Awards: Multiple

NOTE: The amount of available funding may be reduced if OPM awards any grant funds as a result of a previously issued RFA in May 2010. Any change in the amount of available funding will be posted as an amendment to this RFA on the State Contracting Portal.

- 4. Eligibility Requirements.** Applicants must be a collaboration of two or more nonprofit organizations providing services in Connecticut. Each participant organization of the collaboration must be registered as a 501(c)(3) organization and in good standing with the State of Connecticut and all regulatory authorities. Applicants must demonstrate sufficient technical knowledge and experience to implement the requirements described in this RFA.

NOTE: Individuals who are not a duly formed nonprofit organization (business entity) are ineligible to participate in this RFA.

- 5. Schedule.** Dates after the Evaluation Committee completes the review, rating, and scoring of applications are target dates only (\*). Target dates are contingent on action by the OPM Secretary and State Bond Commission. Approval of any application for funding is at their discretion and is not guaranteed. OPM may amend the schedule, as needed. Any change made prior to the application due date (June 22, 2011) will be made by means of an amendment to this RFA. The amendment will be posted on the State Contracting Portal and OPM's RFP Web Page. Notice of any change made after the application due date will be posted only on OPM's RFP Web Page. After June 22, 2011, applicants are advised to monitor OPM's RFP Web Page for announcements concerning this RFA.

• Planning Start Date:	November 16, 2009
• RFA Released:	March 1, 2011
• Deadline for Questions:	March 15, 2011
• Answers Released:	March 29, 2011
• Applications Due:	June 22, 2011
• Evaluation Completed:	September 21, 2011
• (*) Grantee Selection:	To Be Determined
• (*) Contingent Contract Negotiations:	To Be Determined
• (*) Submission to State Bond Commission:	To Be Determined
• (*) Contract Execution:	To Be Determined
• (*) Start of Contract:	To Be Determined

- 6. Inquiry Procedures.** All questions regarding this RFA must be directed, in writing, to the Official Contact before the deadline specified in the schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, OPM will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFA will not be answered. At its discretion, OPM may or may not respond to questions received after the deadline. OPM may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFA. If any answer to any question constitutes a material change to the RFA, the question and answer will be placed at the beginning of the amendment and duly noted as such. OPM will release the answers to questions on the date established in the schedule. OPM will publish any and all amendments to this RFA on the State Contracting Portal and on OPM's RFP Web Page.

- 7. Application Due Date and Time.** The Official Contact is the **only authorized recipient** of applications submitted in response to this RFA. Applications must be received by the Official Contact on or before the due date and time:

- Due Date: Wednesday, June 22, 2011
- Time: 2:00 p.m.

Faxed or e-mailed applications will not be evaluated. When hand-delivering applications by courier or in person, allow extra time due to building security procedures. OPM will not accept a postmark date as the basis for meeting the application due date and time. Applications received after the due date and time may be accepted by OPM as a clerical function, but late applications will not be evaluated. At the discretion of OPM, late applications may be destroyed or retained for pick up by the submitters.

- 8. Multiple Applications.** The submission of multiple applications is not permitted. Each nonprofit collaboration is allowed to submit only one application. The application may contain up to six project applications. (See Section II. Application Components below.)
- 9. Freedom of Information Act.** Applications submitted in response to this RFA are the sole property of the State. Applicants are encouraged NOT to include in their applications any information that is proprietary. Applicants are advised that all materials associated with this RFA are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting from them. The FOIA generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content falls within certain categories of exemption.

If the information is not readily available to the public from other sources and the applicant submitting the information requests confidentiality, then the information is general considered to be "given in confidence." If the applicant indicates that certain documentation, as required by this RFA, 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. The applicant 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.
- 10. Conflict of Interest.** A conflict of interest exists when a relationship between an applicant and a public official (including an elected official) or State employee may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if an applicant tries to influence, or succeeds in influencing, the outcome of an official decision for personal or corporate benefit. Applicants are required to disclose any current business relationships (within the last three years) that pose a conflict of interest. OPM will determine whether the conflict of interest poses a substantial advantage to the applicant over the competition, decreases the overall competitiveness of this RFA, or is not in the best interests of the State.

## ■ E. FORMAT REQUIREMENTS

The application must follow the format requirements described below. Applications that do not comply with these instructions will not be evaluated.

- 1. Original Application; Copies.** Applicants must submit one (1) original paper application; five (5) conforming paper copies of the original application; and one (1) conforming electronic copy of the original application.

The original paper application must carry original signatures and be clearly marked on the cover as "Original." Unsigned applications will not be evaluated. The original application and each conforming paper copy of the application must be complete, properly formatted and outlined, and ready for review by the Evaluation Committee. The electronic copy of the application must be compatible with Microsoft Office Word 2003 or 2007. For the electronic copy, required forms and documentation may be scanned and submitted in Portable Document Format (PDF) or similar file format.

The application forms will not be made available in printable electronic format. Applicants must complete the provided application forms using a typewriter or legible handwriting. This will assure that no inadvertent changes are made to the application forms during their completion and will maintain their formatting integrity for the evaluation process. The Evaluators need to be able to find information in the same location on all the applications submitted. If applicants need to attach additional sheets to the application forms, the sheets must be typewritten or word processed. Forms with handwritten additional sheets will not be accepted or evaluated.

**2. Style Requirements.** All applications must conform to the specifications below.

- Binding Type: Clips or ring binders only
- Paper Size: 8.5" x 11"
- Paper Color: White
- Font Type: Arial, Verdana, or Times New Roman
- Font Size: 10 or 12 points
- Margins: Minimum 1"

**3. Organization.** The application must be organized as follows:

*Cover Sheet*

*Table of Contents*

*Section A. Declaration and Disclosures*

Declaration of Confidential Information (*if applicable*)

Conflict of Interest – Disclosure Statements

*Section B. General Application*

Narrative

Budget

*Section C. Project Application(s)*

Part 1 – Facility Purchase

Part 2 – Facility Loan Refinancing

Part 3 – Facility Improvement

Part 4 – Equipment

Part 5 – Technology

Part 6 – Transportation

*Section D. Participant Organizations*

Required Forms

Required Documentation

**4. Pagination.** The nonprofit collaboration's name must be displayed in the footer of each page of the application. All pages of the application, including forms and documentation, must be numbered in the footer. For the entire application, use the following format: Page x of xx

**5. Packaging and Labeling Requirements.** The application must be submitted in sealed packages and be addressed to the Official Contact. The Name and Mailing Address of the Single Point of Contact (see NCIGP Form 1) must appear in the upper left corner of the package. Any application received that does not conform to these packaging or labeling instructions will be opened as general mail. Such an application may be accepted by OPM as a clerical function, but it may not be evaluated. At the discretion of OPM, such an application may be destroyed or retained for pick up by the submitter.



## ■ F. EVALUATION OF APPLICATIONS

- 1. Evaluation Process.** It is the intent of OPM to conduct a comprehensive, fair, and impartial evaluation of applications received in response to this RFA. When evaluating applications, negotiating with applicants, and awarding grants, OPM will conform to its written procedures for Personal Service Agreements (pursuant to C.G.S. § 4-217), the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85), and the NCIGP Evaluation Plan developed for the purposes of this RFA.
- 2. Minimum Submission Requirements.** Only applications found to be responsive (that is, in compliance with all instructions and requirements described herein) will be reviewed, rated, and scored. Applications that fail to comply with all instructions and requirements will be rejected without further consideration. To be eligible for evaluation, applications must meet the following minimum submission requirements: (1) be received on or before the due date and time; (2) follow the required format; and (3) be complete.
- 3. Evaluation Committee.** OPM will designate an Evaluation Committee to review, rate, and score eligible applications meeting the minimum submission requirements. At its discretion, the Evaluation Committee may seek the assistance of one or more Technical Advisors having special knowledge or expertise to help in its assessment of information submitted in the applications (e.g., financial statements, projected savings). The contents of all applications, including any confidential information, will be shared with the Evaluation Committee (and possibly Technical Advisors). Attempts by any applicant (or representative of any applicant) to contact or influence any member of the Evaluation Committee shall result in disqualification of the application.
- 4. Evaluation Criteria (and Points).** OPM has established criteria for reviewing and evaluating applications. To be considered for funding, an applicant must receive a minimum average rating of 140 combined points on the General Application AND any Project Application. Bonus points may be added to the final score of any application receiving this minimum average rating.

Funding recommendations are at the discretion of the Evaluation Committee, which may recommend any, none, or part of the applications to the Secretary of OPM. The OPM Secretary has full discretion to accept or reject, in whole or in part, any funding recommendation submitted by the Evaluation Committee.

NOTE: As part of its review, the Evaluation Committee will also consider the applicant's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

GENERAL APPLICATION	POINTS
Narrative	
○ Description of Nonprofit Collaboration	15 max.
○ Consolidation of Programs or Services	15 max.
○ Overview of Projects	15 max.
Budget	
○ Line Item Budget	10 max.
○ Funding Sources (Leverage)	10 max.
○ Sustainability	10 max.
○ Benefits and Cost Savings	15 max.
Nonprofit Collaboration	
○ Participant Organization Profiles	5 max.
○ Financial Statements / Annual Budget	5 max.

PROJECT APPLICATIONS	POINTS	BONUS POINTS
<i>Any Project Application for Equipment, Technology, or Transportation will be awarded an additional 10 bonus points <b>if</b> such project supports a larger capital project (namely, a facility purchase or facility improvement).</i>		
Part 1 – Facility Purchase	100 max.	0
Part 2 – Facility Loan Refinancing	100 max.	0
Part 3 – Facility Improvement	100 max.	0
Part 4 – Equipment	100 max.	10 max.
Part 5 – Technology	100 max.	10 max.
Part 6 – Transportation	100 max.	10 max.
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PRIORITY AREAS		BONUS POINTS

*Bonus points may be added to the final score of any application receiving a minimum average rating of 140 combined points on the General Application AND any Project Application.*

- |  |        |
|--|--------|
| (a) Applicant has existing contracts with State of CT to provide health or human services                      | 5 max. |
| (b) Application maximizes efficiencies gained by streamlining  | 5 max. |
| (c) Application maximizes State's investment by leveraging additional funding from private or federal sources  | 5 max. |
| (d) Applicant plans for additional nonprofit organizations to join the collaboration in the future             | 5 max. |
| (e) Application demonstrates real change; proposes physical consolidation                                      | 5 max. |
| (f) Application demonstrates fiscal stability and sustainable funding in the out years                         | 5 max. |
| (g) Application proposes consolidation with larger scope of shared business operations, functions, or services | 5 max. |

**5. Meetings with Applicants.** The Evaluation Committee may request a meeting with an applicant in order to gain a better understanding of the application. The meeting may involve a site visit. If the Evaluation Committee decides such a meeting is warranted, the Official Contact will notify the applicant and provide detailed procedures for the meeting. Any such meeting will be scheduled at the mutual convenience of the Evaluation Committee and the applicant. An applicant must not use a meeting with the Evaluation Committee to supplement, improve, or amend the application. At its sole discretion, OPM may invite only certain applicants to meetings and may limit the number of attendees per applicant.

**6. Grant Selection and Award.** Upon completing its evaluation of applications, the Evaluation Committee will submit its recommendations to the Secretary of OPM. The final selection of any application(s) is at the discretion of the Secretary of OPM. Any selected applicant will be notified by OPM and given an

opportunity to negotiate the scope and amount of a possible grant award contract. If the applicant and OPM reach agreement as a result of these negotiations, an applicant may be required to provide additional documentation that will form the basis of a funding request to the State Bond Commission.

- 7. Grant Execution.** If any project is approved by the State Bond Commission, OPM may appoint another State agency as the administrator ("State administering agency") to execute a contract with the successful applicant and to oversee the grantee's implementation of the approved project(s). If OPM is not a party to the contract with the grantee, OPM will continue to exercise its statutory authority related to the overall direction and implementation of the program. The contract is executory and no final commitments can be made until the contract is approved by the Office of the Attorney General.

NOTE: Any resulting contract between the applicant and the State will be posted on the State Contracting Portal. All unsuccessful applicants will be notified by e-mail or U.S. mail, at OPM's discretion, at the conclusion of the evaluation and selection process.

- 8. Grant Payments.** The State must document to the federal government that payments for bond fund projects do not earn interest, even overnight, in grantee accounts. Payments must be made directly to the grantee or be a strict reimbursement. Such documentation enables the State to preserve its ability to issue tax-exempt bonds.

The State does not make payments on "bond fund contracts" directly to the grantee. Deposits are made to an account known as a Tax-Exempt Proceeds Funds (TEPF). Once the account is opened by the grantee, the grantee may write checks on the account for payments to authorized payees. The State and the grantee will receive monthly statements from the TEPF. The grantee shall requisition deposits to the TEPF from the State, using forms that will be provided.

## II. APPLICATION COMPONENTS

The application must be organized as follows and include all required components. Applications that do not comply with these instructions will not be evaluated.

### **Cover Sheet**

Applications must include a Cover Sheet (NCIGP Form 1). One participant organization must serve as the Single Point of Contact for the nonprofit collaboration and, as such, be authorized to represent all participant organizations during the application process. In the event an application is selected, all participant organizations in the nonprofit collaboration will be included in the negotiations concerning the scope and amount of a possible grant award contract. If granted an award, one participant organization must serve as a Fiduciary Agent to administer the grant award contract on behalf of the collaboration. The Single Point of Contact for the application and the Fiduciary Agent for the grant award need not be the same organization.

### **Table of Contents**

Applications must have a Table of Contents. The Table of Contents must be consistent with the required organization for the application and must include page numbers. See Section I.E.3 above.

**Section A: Declaration & Disclosures****1. Declaration of Confidential Information** (if applicable)

If an applicant deems that certain information required by this RFA is confidential, the applicant must include a Declaration of Confidential Information immediately after the Cover Sheet. An applicant must label the information deemed as CONFIDENTIAL. In the Declaration, the applicant must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the applicant that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

**2. Conflict of Interest – Disclosure Statements**

Each participant organization of the nonprofit collaboration must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. In the absence of any conflict of interest, an applicant must affirm such in the disclosure statement. *Example: "[Name of participant organization] has no current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85."* The disclosure statement must be signed and dated by the Authorized Official of the participant organization.

**Section B: General Application****1. Narrative**

Applicants must provide a narrative for the application, including, but not limited to, the information below. *Maximum 15 pages (double line spacing).*

**a. Description of Nonprofit Collaboration:**

- (1) What is the core business of each participant organization?
- (2) How did the participant organizations come together in the collaboration? How were they selected for inclusion? What criteria were used?
- (3) What opportunities does the collaboration present for the participant organizations? What risks?
- (4) What key factors are necessary for the success of the collaboration? Are these factors present?
- (5) What are the plans, if any, for additional organizations to join the collaboration in the future?

**b. Consolidation of Programs or Services:**

- (1) What programs or services does each participant organization currently provide in Connecticut? For any program or service **not** funded under a State contract, specify the municipality where the organization provides the programs or services.
- (2) What programs or services will the collaboration consolidate?
- (3) What magnitude of change is envisioned? How will the change be measured?
- (4) What is the anticipated timeline for accomplishing the consolidation?
- (5) How will the consolidation impact the delivery of programs or services?
- (6) Will the collaboration involve a physical consolidation or reorganization? If so, describe in detail.
- (7) How – in what ways and to what extent – will the consolidation change the business practices of the participant organizations?

**c. Overview of Project Application(s):**

- (1) How do the project applications support the consolidation of programs or services?
- (2) What explains the priority ranking (importance) given to the project applications?
- (3) What is the interrelationship of the project applications? How do they fit together as a whole?

**2. Budget**

Applicants must provide a budget, including, but not limited to, the information below. *Maximum 15 pages (double line spacing), excluding NCIGP Form 2 and its attachment.*

- a. Line Item Budget.** Prepare a line item budget detailing all direct costs associated with implementation of the project(s), including any (1) planning and administrative costs directly related to such project(s) or (2) relocation expenses directly related to physical consolidation. The budget must not include any normal or ongoing operating costs of any participant organization.
- b. Funding Sources (Leverage).** Complete NCIGP Form 2 – Funding Sources (Leverage). For each project application, enter sum of all available funding for the project from all sources. On an attachment, identify all funding sources (name and amount) for each project.
- c. Sustainability.** Discuss the fiscal stability of the consolidation, including the sustainability of the funding sources (identified on NCIGP Form 2) in the out years.
- d. Benefits and Cost Savings.** Explain and quantify the anticipated benefits, cost savings, or efficiencies associated with the consolidation. Project annual savings for each of the five years following its implementation. Explain how the nonprofit collaboration intends to use any anticipated cost savings from the consolidation.

**Section C: Project Application(s)**

- 1. Parts 1 – 6.** There are six project applications. At a minimum, applicants must submit one project application. At a maximum, applicants may submit six project applications (one for each part). Each project application has its own application form and instructions.

- Part 1. Facility Purchase
- Part 2. Facility Loan Refinancing
- Part 3. Facility Improvement
- Part 4. Equipment
- Part 5. Technology
- Part 6. Transportation

To apply for funding for an energy conservation project or relocation expenses, use Project Application Part 3. See Instructions for details.

NOTE: To be eligible for evaluation, project applications must include all required project forms and documentation. Applications found to be incomplete (without the required forms and documentation) will not be considered.

- 2. Prioritization.** Applicants submitting more than one project application must rank them in order of importance, according to the needs of the nonprofit collaboration. Rank project applications in descending order, from the highest priority (#1) to the lowest priority. Indicate the priority ranking of each project application on the application form itself, in the space provided.

- 3. Procurement Requirements.** The minimum cost of a project procurement is \$10,000. The exception is equipment and technology, where the minimum cost of a procurement is \$5,000. Applicants may request multiple procurements for a project.

All procurements must be competitive, except for a facility purchase or facility loan refinancing. As a general rule, "sole source" procurements are not permitted. One possible exception would be for a vendor having proprietary services or patent rights. In such a case, an applicant must explain in detail the reasons for requesting a waiver from the competitive procurement requirements and provide supporting evidence of the proprietary services or patent rights.

To the extent practicable, applicants are advised to break their procurements into the smallest identifiable units for which bids can be obtained. As funding for the NCIGP is limited, this may enable the Evaluation Committee to recommend partial funding of a project application, or select among the most needed items, if funding the entire project is not feasible.

Within each project application, applicants must prioritize each procurement for the project. Rank procurements in descending order, from the highest priority (#1) to the lowest priority. Use NCIGP Form 3 for this purpose.

#### **Section D: Participant Organizations**

Each participant organization in the nonprofit collaboration must submit the forms and documentation below. The required forms must not be altered or used to extend, enhance, or replace any component required by this RFA. Documentation other than that requested below will be discarded and not evaluated.

Note: The required forms and documentation for each participant organization must be bundled together in the application. For example, the forms and documentation for Organization A must be grouped together and organized in the order specified below. Then the forms and documentation for Organization B, then Organization C, and so on.

##### **1. Required Forms**

- ☐ Participant Organization Profile (NCIGP Form 9)
- ☐ State Funding Information (NCIGP Form 10)
- ☐ U.S. Department of the Treasury, Internal Revenue Service (IRS), Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 1-2003)
- ☐ State of Connecticut, Agency Vendor Form SP-26NB-IPDF (Rev. 4/10)
- ☐ State of Connecticut, OPM Vendor/Bidder Profile Sheet, OPM-A-15 (Rev. Jun-08)
- ☐ State of Connecticut, Nondiscrimination Certification (Rev. 07-08-2009)  
\* Find applicable form at: [http://www.ct.gov/opm/fin/nondiscrim\\_forms](http://www.ct.gov/opm/fin/nondiscrim_forms)
- ☐ State of Connecticut, Acknowledgement of Contract Compliance, Notification To Bidders
- ☐ State of Connecticut, Contract Compliance Monitoring Report (Parts I-V)

**2. Required Documentation**

- \_\_\_ Determination letter from the Department of Treasury, Internal Revenue Service, granting the organization exemption from federal income tax under Section 501(C)(3) of the Internal Revenue Code
- \_\_\_ Certificate of Legal Existence, issued by the State of Connecticut, Secretary of the State
- \_\_\_ Annual Report Form, State of Connecticut, Secretary of the State (copy of most recent filing)
- \_\_\_ List of Board of Directors, including Names and Titles of Officers
- \_\_\_ Certified resolution, adopted by the Board of Directors, approving **and** authorizing submission of the application
- \_\_\_ Current Annual Budget (Note: Budget must delineate State funding from other sources of funding.)
- \_\_\_ Financial Statements. If available, CPA-prepared financial statements for the most recent three years: (1) financial position, (2) activities, (3) cash flow, (4) functional expenses; plus (5) any findings in the most recent audit. Otherwise, copies of IRS Tax Form 990 (Return of Organization Exempt From Income Tax) for the most recent three years, plus any additional forms or attachments submitted to the IRS with the return.

## ATTACHMENTS

### Nonprofit Collaboration Incentive Grant Program

- NCIGP (Forms 1 - 10)
- Project Applications – Forms Grid
- Project Instructions and Applications (Parts 1-6)
- Previously Asked Questions

### General

- OPM, RFP Conditions

### Other Informational Materials/Documents and/or Required Forms

- OPM Vendor/Bidder Profile Sheet, OPM-A-15 (Rev. Jun-08)
- Standard Contract Language:
  - Form CO-802A
  - Attachment A
  - Attachment B
  - Attachment C
- Forms:
  - Ethics Affidavits and Certifications
  - Nondiscrimination Certification
- Agency Vendor Form SP-26NB-IPDF (Rev. 4/10)
- Department of the Treasury, Internal Revenue Service (IRS), Form W-9 (Rev. 1-2003)
- OPM, Contract Compliance Package



State of Connecticut  
Office of Policy and Management  
NONPROFIT COLLABORATION INCENTIVE GRANT PROGRAM  
**COVER SHEET**

**Instructions:** Complete and submit one (1) Cover Sheet with the grant application. One participant organization must serve as the Single Point of Contact for the nonprofit collaboration. If granted an award, one participant organization must serve as a Fiduciary Agent to administer the grant award contract on behalf of the collaboration. The Single Point of Contact for the application and the Fiduciary Agent for the grant award need not be the same organization.

Name of Nonprofit Collaboration: \_\_\_\_\_

Total Funding Requested: \$ \_\_\_\_\_ (for all Project Applications submitted)

Priority of Project Applications: *Rank submitted project applications in descending order, from the highest priority (#1) to the lowest priority.*

☐ Facility Purchase
                    
 ☐ Facility Improvement
                    
 ☐ Transportation  
☐ Facility Loan Refinancing
                    
 ☐ Equipment
                    
 ☐ Technology

Single Point of Contact Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Location: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Cell: \_\_\_\_\_

Other Participant Organizations:

Organization Name	Location	Contact Person / Title	Telephone

*Identify the intended Fiduciary Agency with an asterisk (\*).*

State of Connecticut  
Office of Policy and Management  
NONPROFIT COLLABORATION INCENTIVE GRANT PROGRAM  
**FUNDING SOURCES (LEVERAGE)**

**Instructions:** Enter sum of all available funding for each project application from other sources. In the \*State column, separate out and put in parentheses any funds requested for the project from the NCIGP in this grant application, e.g., (3,000). On an attached sheet, identify all funding sources (name and amount) for each project application.

Project Application	Funding Sources						Project Total
	Federal	*State	Municipal	Private	Loans	Other	
Part 1. Facility Purchase							
Part 2. Facility Loan Refinancing							
Part 3. Facility Improvement							
Part 4. Equipment							
Part 5. Technology							
Part 6. Transportation							
<b>Source Total</b>							

**Instructions:** List results of all procurements for the project in order from the highest priority (#1) to the lowest priority. Enter the Lowest Cost received from three vendors for each procurement. See Project Instructions to determine the allowable Funding Limit. Enter the amount in the Grant Funds column. Enter the remainder in the Other Funds column. *Make additional copies of this form as needed.*

Project Application Part \_\_\_\_ Total Project Funding Request: \$ \_\_\_\_\_

#	PROCUREMENT ITEM	LOWEST COST	GRANT FUNDS	OTHER FUNDS
	Total Project Funding Request			

### PROCUREMENT DETAILS

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**Instructions:** Submit one copy of NCIGP Form 4 for each procurement for the project. Provide requested information in the space below. *Attach additional sheets as needed to provide full information about the procurement.*

**(a) Description and Justification.** Describe the procurement and its purpose. Identify and explain the business issue(s) that drive the need for the procurement. Explain how the procurement supports the consolidation of programs or services.

**(b) Specification.** Provide the written specification for the procurement. NOTE: This specification must be identical to the one used to solicit bids, estimates, or quotations for the procurement.

**(c) Graphic.** Attach a photograph, drawing, diagram, or other image for the procurement, if feasible and appropriate.

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**Application Part:** \_\_\_\_\_ **Procurement Priority:** \_\_\_\_\_ **Item:** \_\_\_\_\_

**PROCUREMENT COSTS**  
**Bids | Estimates | Quotations**

**Instructions:** Use this form to disclose the results of all competitive procurements for the project. List all procurements (items) for the project in descending order, from the highest priority (#1) to the lowest priority. For each procurement, enter vendor information from three written bids, estimates, or quotations. Check the box of the vendor selected for the project.  
*Make additional copies of this form as needed.*

**NOTE:** The term "vendor" is broadly defined as any individual or entity submitting a written bid, estimate, or quotation in response to an applicant's specifications for a competitive procurement.

Project Application Part \_\_\_\_ Name of Nonprofit Collaboration: \_\_\_\_\_

Procurement Priority No:	Item:		
	VENDOR #1 [ ] _____ Vendor Name \$ _____ Amount	VENDOR #2 [ ] _____ Vendor Name \$ _____ Amount	VENDOR #3 [ ] _____ Vendor Name \$ _____ Amount

Procurement Priority No:	Item:		
	VENDOR #1 [ ] _____ Vendor Name \$ _____ Amount	VENDOR #2 [ ] _____ Vendor Name \$ _____ Amount	VENDOR #3 [ ] _____ Vendor Name \$ _____ Amount

Procurement Priority No:	Item:		
	VENDOR #1 [ ] _____ Vendor Name \$ _____ Amount	VENDOR #2 [ ] _____ Vendor Name \$ _____ Amount	VENDOR #3 [ ] _____ Vendor Name \$ _____ Amount

Procurement Priority No:	Item:		
	VENDOR #1 [ ] _____ Vendor Name \$ _____ Amount	VENDOR #2 [ ] _____ Vendor Name \$ _____ Amount	VENDOR #3 [ ] _____ Vendor Name \$ _____ Amount

## (MODIFIED) LIEN ANALYSIS

### Instructions and Definitions of Terms:

#### Section 1. Replacement Value

Estimate the cost of building a new facility of similar construction type in your area in the current construction environment. Base this estimate on the current estimated construction cost per square foot (including the cost of the land) and multiply by the total square footage of the facility to be renovated or purchased. A local architect might be helpful in developing this estimate since s/he is familiar with published cost standards and market costs. Cite source of standard used to determine the replacement value.

#### Section 2. Purchase Price / Lease Cost

If owned by a participant organization or holding company of a participant organization, give the amount of purchase price and the year in which purchased. If a leased property, give the cost of the lease per month and yearly amount. Cite current real estate market estimates of rent for a facility of similar type and size (e.g., commercial, residential, etc.). In the case of a leased property, describe any accommodation(s) the landlord has made or will make if a State-funded improvement occurs.

#### Section 3. Additional Bond Funds

If this request is for purchase (down payment) assistance, explain whether additional funding is requested to renovate this facility. If so, provide an estimate of the cost.

#### Section 4. Current Liens

List all current (existing or proposed) liens on the property (whether leased or owned) that will be purchased or improved. This listing is all inclusive: including, but not limited to, State of Connecticut liens, municipal liens, or mechanics liens. Cite the date the lien(s) were placed on the property, the total amount of the lien, anticipated termination date of the lien, and the current value. If the current value of the liens, plus the mortgage balance, plus the funds requested in the grant application exceed the current market value, the application will not be considered for funding.

#### Section 5. Current Mortgage Balance

For owned or leased properties, indicate amount of mortgage balance as of the given date.

#### Section 6. Current Market Value

Estimate the current market value for both owned and leased properties. The intent here is to approximate current market selling price. If there is a recent (within one year) appraisal and/or assessment, use those amounts as the estimate. A local realtor may be helpful in providing this information.

**(MODIFIED) LIEN ANALYSIS**

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**Instructions:** Provide requested information in the space below. *Attach additional sheets as needed to provide full information.*

Name of Nonprofit Collaboration: \_\_\_\_\_

Facility Address: \_\_\_\_\_

**1. REPLACEMENT VALUE \$ \_\_\_\_\_**

Construction Cost Per Square Foot \$ \_\_\_\_\_ Total Square Footage \_\_\_\_\_

Cite Source Of Standard \_\_\_\_\_

**2. PURCHASE PRICE / LEASE COST**

If applicant-owned property:

Purchase Price \$ \_\_\_\_\_ Year Purchased: \_\_\_\_\_

If applicant-leased property:

Lease Per Month \$ \_\_\_\_\_ Lease Per Year \$ \_\_\_\_\_

Current Annual Real Estate Market Estimates For Rent: \$ \_\_\_\_\_

Describe any accommodation(s) the owner has made or will make if a State-funded improvement occurs:

**3. USE OF BOND FUNDS:**

Is applicant requesting funds to purchase this property? [ ] yes [ ] no Amount \$ \_\_\_\_\_

Is applicant requesting funds to improve this property? [ ] yes [ ] no Amount \$ \_\_\_\_\_

**4. CURRENT LIEN VALUE**

List below all current (existing or proposed) liens. Give the name of the lien holder, date lien was placed, amount of total lien, anticipated termination date, and current value.

Name of Lien holder	Date Placed	Total Lien Amount	Anticipated Term. Date	Current Value
<hr/>				

**5. CURRENT MORTGAGE BALANCE FOR OWNED OR LEASED PROPERTY**

Balance \$ \_\_\_\_\_ Balance Date \_\_\_\_\_

**6. CURRENT MARKET VALUE: \$ \_\_\_\_\_**

Attach written appraisal/assessment or letter from realtor with current market value.

There must be at least \$3,000 of equity between the total lien amount and the current market value to be considered for funding.

If there is more than a \$5,000 difference between the purchase price and current market value, explain below (i.e., past renovations increased value, property purchased 20 years ago, etc.).

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

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

\_\_\_\_\_  
Date



### OWNER STATEMENT

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**Instructions:** The owner of the facility must complete and sign the Owner Statement form. If the facility has more than one owner, each must sign an Owner Statement form. Make additional copies as necessary.

☐ I hereby certify that I am the (an) owner of record of the property located at:

☐ I hereby certify that I will be the (an) owner of record of the property located at:

Address: \_\_\_\_\_  
\_\_\_\_\_

I hereby understand and agree that if the premises for which a grant-in-aid was made ceases, within ten years of the date of such grant, to be used as a facility for which such grant was made, an amount equal to the amount of such grant, minus ten percent per year for each full year which has elapsed since the date of such grant, shall be repaid to the State and that a lien shall be placed on such land in favor of the State to ensure that such amount will be repaid in the event of such change in use, provided if the premises for which such grant was made are owned by the State, a municipality or a housing authority, no lien need be placed.

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Owner Name (Typed)	Owner Signature	Date
--------------------	-----------------	------

Type of Entity: \_\_\_\_\_  
(e.g., corporation, partnership, private individual)

Tax Status of Owner (check one):

☐ 501(c)(3) organization:  
Specify: ☐ nonprofit ☐ church organization

☐ State or municipal government

☐ Private individual

☐ Other (explain below) :

### OWNER APPROVAL

**Instructions:** All owners of the facility must sign this Owner Approval form. Attach proof of ownership.

Type of Facility (check one): ☐ Applicant-Owned ☐ Applicant-Leased

Facility Address: \_\_\_\_\_

Is there more than one owner of this facility? ☐ Yes ☐ No

If yes, provide names and addresses of all owners below.

Owner Name(s) and Address(es):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPLETE THIS SECTION FOR APPLICANT-LEASED FACILITY:**

Name of Tenant [Participant Organization]: \_\_\_\_\_

How long has the tenant occupied this site? \_\_\_\_\_ Years \_\_\_\_\_ Months

What is the end date of the current lease? \_\_\_\_\_

Can the lease with this tenant be extended? ☐ Yes ☐ No If yes, how long? \_\_\_\_\_ Years \_\_\_\_\_ Months

I, the undersigned, am the / an owner of the above facility. I have read the Project Application – Part 3 (Facility Improvement) concerning my property and approve the work proposed in the application.

Owner Name (Typed)	Owner Signature	Date
Owner Name (Typed)	Owner Signature	Date
Owner Name (Typed)	Owner Signature	Date
Owner Name (Typed)	Owner Signature	Date
Owner Name (Typed)	Owner Signature	Date

State of Connecticut  
Office of Policy and Management  
NONPROFIT COLLABORATION INCENTIVE GRANT PROGRAM  
**PARTICIPANT ORGANIZATION PROFILE**

**Instructions:**

Each participant organization in the nonprofit collaboration must complete and submit this form with the NCIGP Application. To answer questions requiring additional explanation, attach sheets as needed.

Legal Name of Organization: \_\_\_\_\_

Location Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

**1. BUSINESS INFORMATION**

- a. Year Established: \_\_\_\_\_
- b. Business ID # \_\_\_\_\_ ( as assigned by Secretary of the State)
- c. Organization's Fiscal Year: From \_\_\_\_\_ To \_\_\_\_\_
- d. Number of Years at Current Location: \_\_\_\_\_
- e. Has the organization experienced any management or ownership changes in the last year? ☐ Yes ☐ No  
*If yes, explain.*
- f. Is the organization in good standing with the State of Connecticut and all regulatory authorities?  
☐ Yes ☐ No *If no, explain.*

**2. STATE CONTRACTS**

- a. Describe the health or human services that the organization currently provides under State contract, if any.
- b. Has the State ever terminated or suspended a contract with the organization for breach or over concerns about the health or welfare of clients? ☐ Yes ☐ No *If yes, explain.*

**3. FINANCIAL INFORMATION**

- a. Has the organization ever declared bankruptcy? ☐ Yes ☐ No *If yes, explain.*
- b. Are any local, State, or federal taxes currently past due (unpaid) by the organization? ☐ Yes ☐ No  
*If yes, explain.*

#### 4. OTHER INFORMATION

- a. Is the organization currently involved in, or anticipate, any litigation or other legal claims?  
[ ] Yes [ ] No *If yes, explain.*
- b. Has any agency of the State of Connecticut or federal government taken any action against your organization or principals of the organization? [ ] Yes [ ] No *If yes, explain.*
- c. Does your organization employ or contract with (1) any elected public official or the spouse of any elected public official; or (2) any employee or the spouse of an employee who has supervisory or appointing authority over the Office of Policy and Management? [ ] Yes [ ] No *If yes, explain.*
- d. Does your organization have any related parties (including, but not limited to, holding or subsidiary companies)? *If yes, list all related parties under common control and the purpose of each.*

#### CERTIFICATION

My signature below, for and on behalf of \_\_\_\_\_, certifies and indicates acceptance of the following: (Name of Organization)

1. I have the authority to submit this grant application;
2. I have read, understand, and will comply with any grant terms and conditions required by the State administering agency;
3. I understand that, if this grant application is approved, I will be required to sign an agreement delineating the terms and conditions of the grant with the State administering agency;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the State of Connecticut or the State administering agency;
5. I understand that, if this grant application is approved, such funding shall be expended no later than the date specified in the agreement;
6. I understand that requests to extend the grant end date shall be submitted in writing to the State administering agency no later than thirty (30) days before the grant end date;
7. I understand that unexpended funds shall be returned to the State within sixty (60) days of the grant end date;
8. I understand that, if this applicant meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the applicant is required to submit a State Single Audit, at its own expense, no later than six (6) months after the end of the audit period. If this applicant is not required to submit a State Single Audit, the applicant is required to submit a final accounting of the grant expenditures within sixty (60) days of the grant end date; and
9. I hereby certify that the statements contained in the responses to this application and accompanying forms and documents are true to the best of my knowledge and belief and that I know of no reason why the applicant cannot complete the proposed project in accordance with the representations contained herein.

---

Signature of Authorized Official

Printed Name of Authorized Official

Date

State of Connecticut  
Office of Policy and Management  
NONPROFIT COLLABORATION INCENTIVE GRANT PROGRAM  
**STATE FUNDING INFORMATION**

**Instructions:** Each participant organization in the nonprofit collaboration must submit this form with the grant application. Identify all State funding received during the last three State Fiscal Years (ending in 2009, 2010, 2011). List funding in reverse chronological order, starting with SFY 2011. *Make additional copies of this form as needed.*

Name of Participant Organization: \_\_\_\_\_

SFY	State Agency	Funding \$	Program Name (or Purpose of Funding)
2011			

**PROJECT APPLICATIONS – FORMS GRID**

The applicant must submit the required forms (indicated by a check mark ✓ below) with a Project Application, Parts 1– 6. Any Project Application that does not include the required forms will not be evaluated or considered for funding. Applicants must submit a minimum of one Project Application. At a maximum, applicants may submit six project applications (one for each part).

Project Application ⇒ Form ⇓	PART ① Facility Purchase	PART ② Facility Loan Refinancing	PART ③ Facility Improvement	PART ④ Equipment	PART ⑤ Technology	PART ⑥ Transportation
Project Application	Part 1 ✓	Part 2 ✓	Part 3 ✓	Part 4 ✓	Part 5 ✓	Part 6 ✓
Project Cost Summary NCIGP Form 3	✓	✓	✓	✓	✓	✓
Procurement Details NCIGP Form 4	✓	✓	✓	✓	✓	✓
Procurement Cost Bids   Estimates   Quotations NCIGP Form 5	n/a	n/a	✓	✓	✓	✓
Do not submit the required forms below (indicated by a check mark ✓) with the application. If selected for a possible grant award, applicants will receive a notice from OPM about submitting these forms. See the Project Instructions for details.						
(Modified) Lien Analysis NCIGP Form 6	✓	✓	✓	n/a	n/a	n/a
Owner Statement NCIGP Form 7	✓	✓	✓	n/a	n/a	n/a
Owner Approval NCIGP Form 8	n/a	n/a	✓	n/a	n/a	n/a

n/a = not applicable

## FACILITY PURCHASE

### A. GENERAL INFORMATION

1. **Funding Limit.** Funding for a facility purchase is available in an amount up to 30% of the lowest appraisal, or 30% of the actual purchase price of the facility if the actual purchase price is lower than the appraisal.

The Part 1 project application is limited to one facility (one location).

NOTE: In the absence of a recent appraisal, an applicant may use the municipality's assessed value of the property to calculate the amount of the grant funding request. This calculated amount is only an estimate for the purposes of the application. If selected for a possible grant award, the applicant will be required to submit one (or two) appraisals to satisfy the requirements of this RFA. Only recent appraisals, i.e., those prepared during the previous 365 days, are acceptable. The amount of any subsequently awarded grant will be adjusted according to the lowest appraised value of the facility. (See Section C for more details.)

2. **Restrictions.** Funding must be used for the down payment on a facility to be purchased. Funding is not available for the purchase of land or for new construction. NOTE: The facility purchase project must not involve any related party transactions.
3. **Timeline.** The review and approval process for applications submitted in response to this RFA may take six to nine months. This timeline should be taken into consideration when purchasing a facility.
4. **Surplus State Property.** Applicants that wish to purchase a facility must review the listing of available surplus State property in the desired area. All available excess State property must be considered before a search begins for any other property for purchase. Contact Shane Mallory at the CT Department of Public Works (860-713-5682) and Terry Obey at the CT Department of Transportation (860-594-2462) to inquire about available surplus State property. Alternatively, applicants may search for surplus State property on the Internet at: [www.ct-surplus-property.com](http://www.ct-surplus-property.com)
5. **Advertising.** If no suitable surplus State property is found, applicants are required to advertise their needs and specifications in a newspaper having a substantial circulation in the area where property is sought. A copy of the newspaper advertisement must be sent to the CT Association of Realtors. Address: 111 Founders Plaza, Suite 1101, East Hartford, CT 06108; FAX (860) 290-6615; PHONE (860) 290-6601.
6. **Mortgage Commitment Agreement.** Successful applicants (grantees) must provide the State administering agency with a copy of the fully executed mortgage commitment agreement. This is not a letter of intent, but an actual commitment. This document does not need to be submitted with the application. However, the mortgage commitment agreement must be submitted prior to the execution of the contract.
7. **Lien Receipt and Copy.** Receipt of funds for a facility project requires the filing of lien in the town where the property is located. The lien will remain in effect for ten years. The State administering agency will provide grantees with instructions for the lien filing. Grantees are responsible for the filing costs.
8. **Change of Ownership.** Grantees must notify the State administering agency immediately of any plans to change ownership of a funded facility, as such a change affects that status of the grantee's bond fund contract with the State.

**B. SUBMISSION REQUIREMENTS**

1. **Application for Facility Purchase.** Submit Project Application – Part 1, with all required forms and related documentation.
2. **Project Cost Summary** (NCIGP Form 3). List all procurement costs related to the project. Show how requested grant funds and other funds will be used for these costs.
3. **Procurement Details** (NCIGP Form 4). Applicants must submit one copy of NCIGP Form 4 for each procurement for the project. For the facility purchase itself, in Section (b) Specification, provide a detailed description of the facility (e.g., style, type of construction, number of stories, acreage).
4. **Purchase Agreement.** If an applicant has a formal Agreement To Purchase the facility, include a copy with the Project Application. Be advised that the review and approval process for applications submitted in response to this RFA may take six to nine months. This timeline should be taken into consideration when negotiating the terms of any purchase and determining the closing date. The State assumes no responsibility for any purchase made prior to approval of the State Bond Commission and the execution of a contract.

In the absence of a formal purchase agreement with the seller, an applicant must submit a written status report on the anticipated purchase. The report must include, at a minimum, the following information: name and address of the seller, a description of the facility and its condition, any contingencies associated with the facility purchase, disclosure of any monies or deposits given, and the terms of any tentative agreement (or “agreement in principle”) that the applicant has with the seller.

5. **Assessor’s Card.** If an applicant uses the municipality’s assessed value of the property to calculate the amount of the grant funding request, include a copy of the assessor’s card.

**C. GRANT AWARD REQUIREMENTS**

If selected for a possible grant award, the applicant will be required to submit additional documentation (listed below) within 60 calendar days after OPM’s Official Contact sends the applicant written instructions to do so. If an applicant needs additional time to comply with this requirement, a request for an extension may be directed to the Official Contact. Applicants who fail to submit the requirement documentation within the time allowed may be deemed unresponsive and will not be considered further. The documents will be reviewed by the Evaluation Committee for sufficiency. If deemed sufficient, the applicant may be invited to negotiate a grant award contract. If deemed insufficient, the application will not be considered further.

NOTE: Do not submit this additional documentation with the application. For those applicants selected for a possible grant award, OPM will issue instructions at the conclusion of the evaluation process for submitting the additional documentation.

1. **Appraisals.** If the facility to be purchased is valued at less than \$100,000, then one independent appraisal is to be prepared and submitted. If the facility to be purchased is valued at \$100,000 or more, two independent appraisals must be prepared and submitted. One appraisal may be done by the financial institution that grants the mortgage, unless the financial institution is the owner of the facility. The other must be done by a MIA-certified appraiser (Member of the Appraisal Institute). Any appraisal submitted in fulfillment of the requirements of this RFA must have been prepared within the previous 365 days.
2. **(Modified) Lien Analysis Form** (NCIGP Form 6). If the current value of any liens on the property, plus the (anticipated) mortgage balance, plus the requested funding amount (for the facility purchase) exceeds



the current market (appraisal) value of the property, the facility purchase will not be considered for funding.

3. **Engineering or Inspection Report.** The applicant must provide an engineering or inspection report on the facility regarding the presence of lead paint, asbestos, radon, underground storage tanks, or other environmental hazards, including the ramifications of removal or abatement.

NOTE: Removal or abatement costs of potential hazards must be taken into account when requesting grant funds. The majority of pre-1978 construction contains lead paint. If a facility is to be used for residential purposes, strict guidelines concerning lead paint apply if a child age six or under will be living at the facility.

4. **Code Compliance.** All improvement projects must comply with all State or local fire, health and safety codes. Applicants must submit documentation that the facility and site meets (or will meet) all applicable licensing, local and State zoning, building, fire health, and safety codes for the anticipated use of the facility.
6. **Owner Statement** (NCIGP Form 7). The participant organization(s) that expect to purchase the facility will be considered the owner(s) for the purposes of this RFA and must complete the Owner Statement.
7. **Certified Resolution.** The participant organization(s) that expect(s) to purchase the facility must submit a certified resolution, adopted by the Board of Directors, authorizing the Executive Director or other designated representative to act on behalf of the Board of Directors to purchase the facility.
8. **Agreement To Purchase.** If not previously submitted with the initial application, provide a copy of the Agreement To Purchase. The Agreement To Purchase must contain language stating that the property will not continue to be shown prior to the closing date. Be advised that the review and approval process for applications submitted in response to this RFA may take six to nine months. This timeline should be taken into consideration when negotiating the terms of the purchase and determining the closing date. The State assumes no responsibility for any purchase made prior to approval of the State Bond Commission and the execution of a contract.

**FACILITY PURCHASE****Application Priority No.** \_\_\_\_\_

**Instructions:** See Project Instructions – Part 1 for Facility Purchase. Complete Project Application – Part 1.  
Include all required forms and documentation with the project application.

**GENERAL INFORMATION**

Name of Nonprofit Collaboration: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Are local or State approvals required for the intended future use of this facility? ☐ yes ☐ noIf yes, have the approvals been obtained? ☐ yes ☐ no**Purchase Price of Facility:** \$ \_\_\_\_\_**Requested Funding for Facility Purchase Project:** \$ \_\_\_\_\_

See Project Instructions to determine the allowable Funding Limit.

Total Square Footage: \_\_\_\_\_ \*Ordinary Living Space: \_\_\_\_\_ Date Built: \_\_\_\_\_

\*Ordinary living space is that used by clients or staff during the normal course of the day, such as living rooms, bedrooms, bathrooms, kitchen areas, pantries, interior hallways, TV rooms, dining rooms, laundry rooms, basement recreational areas, enclosed porches, or staff offices. Ordinary living space does not include basement storage areas, attics, interior and exterior stairways, furnace rooms, or outside areas (such as open porches, decks, etc.).

If Applicant-Leased:

Name of Tenant Organization: \_\_\_\_\_ Length of Tenancy: \_\_\_\_ Years \_\_\_\_ Months

Date Current Lease Ends: \_\_\_\_\_ Current Rent: \$ \_\_\_\_\_ Per Year

**QUESTIONS***Answer the questions below. Attach additional sheets as needed.*

1. What is the purpose of this project? How does it support the consolidation of programs and services?

2. If facility is applicant-leased:

How many State agency clients are currently served at this location (SFY 2010)? \_\_\_\_\_

How many other clients? \_\_\_\_\_

How much operational funding is received under State contract (SFY 2010) at this location? \_\_\_\_\_

3. Is this facility a surplus State property? ☐ yes ☐ noIf no, was all available excess State property considered for purchase? ☐ yes ☐ no

If yes, what locations were considered? If no, explain.

4. Did the applicant advertise the need and specifications for a facility in a newspaper having a substantial circulation in the area where this facility is located? ☐ yes ☐ no If yes, attach copy of advertisement. If no, explain.
5. If advertised in a newspaper, did the applicant send a copy of the advertisement to the CT Association of Realtors? ☐ yes ☐ no If no, explain.
6. How is the facility currently used? Explain.
7. Will any space in the facility be used in the future by any other individual or entity? ☐ yes ☐ no If yes, explain. Include the name of each individual or entity, the square footage to be used by each individual or entity, and whether the entity is exempt from federal income tax under Section 501(C)(3) of the Internal Revenue Code.
8. Will the applicant own the facility but lease the land? ☐ yes ☐ no If yes, explain.
9. Is this site under foreclosure proceedings? ☐ yes ☐ no If yes, explain.
10. Are any individuals or companies that provide goods or services, including the rental of property or the loaning of funds to this facility, related through family association, common ownership, control, or business association to any of the owners, operators, or officials of this facility? ☐ yes ☐ no If yes, list all related parties under common control and the purpose of each.

## FACILITY LOAN REFINANCING

### A. GENERAL INFORMATION

- 1. Funding Limit.** Funding for facility loan refinancing is available in an amount up to 30% of the lowest appraisal, or 30% of the actual purchase price of the facility if the actual purchase price is lower than the appraisal. Funds must be used to pay down a facility loan. Applicants may also wish to replace an existing debt obligation with one having more favorable provisions; reduce the interest rate to a lower one; extend the repayment schedule; or move from a variable-rate to a fixed-rate loan. Other refinancing needs of the nonprofit collaboration related to the consolidation of programs or services will also be considered for funding. Successful applicants (grantees) are expected to be able to continue servicing any refinanced facility loan in the out years.

The Part 2 project application is limited to one facility (one location).

NOTE: An applicant may use the assessed value of the property to calculate the amount of the grant funding request. This calculated amount is only an estimate for the purposes of the application. If selected for a possible award, the applicant will be required to submit one (or two) appraisals to complete the application process. An appraisal prepared during the previous 365 days is acceptable. The amount of any subsequently awarded grant will be adjusted according to the lowest appraised value of the facility. (See Section C below for more details.)

- 2. Restrictions.** Applications for the refinancing of a facility loan will be considered if at least one participant organization in the nonprofit collaboration owns the facility in question. Facilities owned by individuals or entities that are not participants in the nonprofit collaboration are not eligible for funding. NOTE: The facility loan refinancing project must not involve any related party transactions.
- 3. Timeline.** The review and approval process for applications submitted in response to this RFA may take six to nine months. This timeline should be taken into consideration when seeking loan refinancing.
- 4. Refinanced Facility Loan Agreement.** Successful applicants (grantees) must provide the State administering agency with a copy of the fully executed facility loan agreement after refinancing. This is not a letter of intent, but the actual facility loan agreement.
- 5. Lien Receipt and Copy.** Receipt of funds for a facility project requires the filing of lien in the town where the property is located. The lien will remain in effect for ten years. The State administering agency will provide grantees with instructions for the lien filing. Grantees are responsible for the filing costs.
- 6. Change of Ownership.** Grantees must notify the State administering agency immediately of any plans to change ownership of a funded facility, as such a change affects that status of the grantee's bond fund contract with the State.

### B. SUBMISSION REQUIREMENTS

- 1. Application for Facility Refinancing Loan.** Submit Project Application – Part 2, with all required forms and related documentation.
- 2. Project Cost Summary** (NCIGP Form 3). List all procurement costs related to the project. Show how requested grant funds and other funds will be used for these costs.

3. **Procurement Details** (NCIGP Form 4). Applicants must submit one copy of NCIGP Form 4 for the project. In Section (b) Specification, provide a detailed description of the facility (e.g., style, type of construction, number of stories, acreage).
4. **Assessor's Card**. If an applicant uses the municipality's assessed value of the property to calculate the amount of the grant funding request, include a copy of the assessor's card.
5. **Current Loan Agreement**. Applicants must submit a copy of the current loan agreement for the facility with the application.

### C. GRANT AWARD REQUIREMENTS

If selected for a possible grant award, the applicant will be required to submit additional documentation (listed below) within 60 calendar days after OPM's Official Contact sends the applicant written instructions to do so. If an applicant needs additional time to comply with this requirement, a request for an extension may be directed to the Official Contact. Applicants who fail to submit the requirement documentation within the time allowed may be deemed unresponsive and will not be considered further. The documents will be reviewed by the Evaluation Committee for sufficiency. If deemed sufficient, the applicant may be invited to negotiate a grant award contract. If deemed insufficient, the application will not be considered further.

NOTE: Do not submit this additional documentation with the application. For those applicants selected for a possible grant award, OPM will issue instructions at the conclusion of the evaluation process for submitting the additional documentation.

1. **Appraisals**. If the facility to be improved had a purchase price of less than \$100,000, then one independent appraisal is to be prepared and submitted. If the facility had a purchase price of \$100,000 or more, two independent appraisals must be prepared and submitted. One appraisal may be done by the financial institution that granted the mortgage, unless the financial institution is the past or current owner of the facility. The other must be done by a MIA-certified appraiser (Member of the Appraisal Institute). Any appraisal submitted in fulfillment of the requirements of this RFA must have been prepared within the previous 365 days. In all transactions, the facility loan refinancing must be an "arm's length" transaction.
2. **(Modified) Lien Analysis Form** (NCIGP Form 6). If the current value of any liens on the property, plus the mortgage balance, plus the requested funding amount (for the facility loan refinancing) exceeds the current market (appraisal) value of the property, the facility loan refinancing project will not be considered for funding.
3. **Engineering or Inspection Report**. The applicant must provide an engineering or inspection report on the facility regarding the presence of lead paint, asbestos, radon, underground storage tanks, or other environmental hazards, including the ramifications of removal or abatement.

NOTE: Removal or abatement costs of potential hazards must be taken into account when requesting grant funds. The majority of pre-1978 construction contains lead paint. If a facility is to be used for residential purposes, strict guidelines concerning lead paint apply if a child age six or under will be living at the facility.

4. **Code Compliance**. All improvement projects must comply with all State or local fire, health and safety codes. Applicants must submit documentation that the facility and site meets (or will meet) all applicable licensing, local and State zoning, building, fire health, and safety codes for the anticipated use of the facility.

- D. Owner Statement** (NCIGP Form 7). The participant organization(s) that enter(s) into an agreement to refinance the facility loan will be considered the owner(s) and must complete the Owner Statement.

**FACILITY LOAN REFINANCING****Application Priority No.** \_\_\_\_\_

**Instructions:** See Project Instructions – Part 2 for Facility Loan Refinancing. Complete Project Application – Part 2. Include all required forms and documentation with the project application.

**GENERAL INFORMATION**

Name of Nonprofit Collaboration: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Type of Project: ☒ Pay Down Loan  
(check all that apply) ☐ More Favorable Provisions  
☐ Reduce Interest Rate ☐ Extend Repayment Schedule  
☐ Other: \_\_\_\_\_

**Total Cost of Facility Loan Refinancing Project:** \$ \_\_\_\_\_**Requested Funding for Facility Loan Refinancing Project:** \$ \_\_\_\_\_

See Project Instructions to determine the allowable Funding Limit.

**Current Loan Agreement**

Name and Address of Borrower: \_\_\_\_\_

Name and Address of Lender: \_\_\_\_\_

Original Principal: \$ \_\_\_\_\_ Current Balance: \$ \_\_\_\_\_

Original Interest Rate: \_\_\_\_\_ Original Term: \_\_\_\_\_

Annual Payment: \$ \_\_\_\_\_ (principal and interest) Current Payoff Date: \_\_\_\_\_

**QUESTIONS***Answer the questions below. Attach additional sheets as needed.*

1. What is the purpose of this project? How does it support the consolidation of programs and services?
2. How many State agency clients are currently served in this facility (SFY 2010)? \_\_\_\_\_  
How many other clients? \_\_\_\_\_  
How much operational funding is received under State contract (SFY 2010) at this location? \_\_\_\_\_
3. Is the applicant currently working with a lending institute to refinance this debt? ☐ yes ☐ no  
If yes, explain.

4. Is the applicant in default under any current loan agreement? ☐ yes ☐ no If yes, explain.
5. Are there other outstanding financial obligations related to this facility not included in the project application?  
☐ yes ☐ no If yes, explain.
6. Has the applicant received a past loan for purchasing or refinancing this facility from another State or federal agency? ☐ yes ☐ no  
If yes, provide the name of the State or federal agency, purpose and amount of the loan, transaction date, and outstanding balance.
7. How is the facility currently used? Explain.
8. Will any space in the facility be used in the future by any other individual or entity? ☐ yes ☐ no  
If yes, explain. Include the name of each individual or entity, the square footage to be used by each individual or entity, and whether the entity is exempt from federal income tax under Section 501(C)(3) of the Internal Revenue Code.
9. Is this site under foreclosure proceedings? ☐ yes ☐ no If yes, explain.
10. Are any individuals or companies that provide goods or services, including the rental of property or the loaning of funds to this facility, related through family association, common ownership, control, or business association to any of the owners, operators, or officials of this facility? ☐ yes ☐ no If yes, list all related parties under common control and the purpose of each.



## FACILITY IMPROVEMENT PROJECT

### A. GENERAL INFORMATION

- 1. Funding Limit.** Funding for facility improvements is available in an amount up to 30% of the lowest appraisal, or 30% of the actual purchase price of the facility if the actual purchase price is lower than the appraisal. The minimum cost for each facility improvement procurement is \$10,000. Therefore, the minimum funding request for a facility improvement procurement is \$3,000.

The Part 3 project application is limited to one facility (one location).

NOTE: An applicant may use the assessed value of the property to calculate the amount of the grant funding request. This calculated amount is only an estimate for the purposes of the application. If selected for a possible award, the applicant will be required to submit one (or two) appraisals to complete the application process. An appraisal prepared during the previous 365 days is acceptable. The amount of any subsequently awarded grant will be adjusted according to the lowest appraised value of the facility. (See Section C below for more details.)

- 2. Timeline.** The review and approval process for applications submitted in response to this RFA may take six to nine months. This timeline should be taken into consideration when seeking bids, estimates, or quotations, and selecting vendors for the project.
- 3. Project Categories.** Facility improvement projects may include alterations, repairs, and improvements to fire, health and safety systems, or infrastructures (including, but not limited to, electrical, plumbing, or energy conservation measures).

All facility improvement projects must be categorized as follows:

- CC = State or local fire, health or safety code compliance requirement
- CR = State or local fire, health or safety code recommendation
- UP = Upgrade
- ER = Essential Renovation
- EC = Energy conservation

Code compliance issues must be documented by the responsible State or local official. The code and section related to the noncompliance must be cited. Code recommendations must also be documented by the responsible State or local official. The code and section related to the recommendation must be cited, when appropriate.

An improvement project undertaken to meet code requirements in a facility occupied by State clients must be given the highest priority.

Upgrades are projects that would enhance the functioning or appearance of a facility. Upgrades are not normal or routine maintenance (i.e., the day-to-day activities necessary for a facility, its systems, or equipment to perform their intended function). The need for upgrades must be documented and explained by the applicant.

Essential renovations are projects to prevent further deterioration of a facility.

Energy conservation projects reduce energy usage or increase energy efficiency in a facility. Examples include, but are not limited to, conducting and implementing recommendations of an energy audit; or the

acquisition, installation, or modification of existing or new equipment to reduce energy consumption and related costs.

An “energy conservation” project can include new windows, roofing, or siding if the products are ENERGY STAR qualified or if they meet the criteria established by the 2009 International Energy Conservation Code. Energy Star qualified products are listed on the Internet at <http://www.energystar.gov>. The International Energy Conservation Code can be purchased on the Internet at <http://www.iccsafe.org>. Any “energy conservation” products procured with grant funds must be ENERGY STAR qualified or meet the criteria established by the 2009 International Energy Conservation Code.

If the products are not Energy Star qualified, or do not meet the established IECC criteria, the project would fall under one of the other categories listed above (i.e., CC, CR, UP, ER).

Relocation expenses are allowable for costs more than \$10,000 directly related to the consolidation of programs and services. Applicants must use a licensed moving company and select the vendor (mover) through a competitive procurement. Ancillary expenses such as disconnects and reconnects for utility services, cleaning services, etc. will not be considered for funding.

NOTE: If an applicant wishes to apply ONLY for relocation expenses, only include Submission Requirements B.1 – B.4 (below) with the Project Application – Part 3. The Grant Award Requirements in Section C will not apply.

4. **Restrictions.** Exterior painting will not be funded, unless the building has a historical designation and documentation of the designation is submitted with the application. Applications may be submitted for siding. Interior painting, carpeting, etc. will not be funded unless required as part of a larger facility improvement project. NOTE: The facility improvement project must not involve any related party transactions.
5. **Architectural Fees.** Funds requested for architectural fees must not exceed 10% of the total amount of funding requested for all procurements for the facility.
6. **Lien Receipt and Copy.** Receipt of funds for a facility project requires the filing of lien in the town where the property is located. The lien will remain in effect for ten years. The State administering agency will provide grantees with instructions for the lien filing. Grantees are responsible for the filing costs.
7. **Insurance.** Grantees must require that all contractors bidding on improvement projects have a certificate of insurance covering public liability and worker’s compensation. Requirements for public liability and worker’s compensation must be stated in the written specification used to solicit bids from contractors. If the selected contractor is a sole employee and, therefore, does not carry worker’s compensation, the applicant must state such in the project application.
8. **Performance Bond.** For all improvement projects where the selected contractor’s bid is greater than or equal to \$50,000, a performance bond in favor of the State and in an amount not less than 100% of the bid (covering the labor and material of the selected contractor for the improvement project) must be submitted and on file with the State administering agency prior to payment of invoices. This is the mechanism through which the quality and performance of the work being financed with the State’s bond funds is guaranteed. It is general practice for contractors in private industry to procure the performance bond. A performance bond is acquired from an insurance or bonding company by the contractor. The requirement for a performance bond must be stated in the written specification used to solicit bids from contractors. A performance bond does not have to be submitted with the application.

9. **Change of Ownership or Tenancy.** Grantees must notify the State administering agency immediately of any plans to change ownership or tenancy of a funded facility, as such a change affects that status of the grantee's bond fund contract with the State.

## B. SUBMISSION REQUIREMENTS

1. **Application for Facility Improvement.** Submit Project Application – Part 3, with all required forms and related documentation.
2. **Project Cost Summary** (NCIGP Form 3). List all procurement costs related to the project. Show how requested grant funds and other funds will be used for these costs.
3. **Procurement Details** (NCIGP Form 4). Applicants must submit one copy of NCIGP Form 4 for each procurement for the project. In addition to the standard information requested on the form, include the following:
  - (a) Documentation of any State or local fire, health, or safety code violations or recommendations.
  - (b) For an upgrade or essential renovation, include an explanation and rationale for the project.
  - (c) For an energy conservation project, any energy audit findings, and documentation that purchased products are ENERGY STAR qualified or meet the criteria established by the 2009 International Energy Conservation Code.
  - (d) For bathroom or kitchen remodeling, indicate the make and model of any fixtures and accessories. Specifications for roof replacement or building siding work must indicate the material to be installed and the guarantee required.
4. **Written Bids** (NCIGP Form 5). Applicants must include written bids from three responsible and qualified bidders for the project.

Bids must be sought through advertisement of the project specification in a newspaper having substantial circulation in the area. If, following advertisement in a newspaper a change is made to the project specification, the amended specification must be re-advertised to allow all prospective bidders an opportunity to bid. Bids must be on the bidder's letterhead or form, typewritten, dated and signed by an authorized agent of the company. Bids that do not follow this format or have hand written changes will not be accepted as valid.

A copy of the advertisement must be submitted with the Part 3 Application. Applicants must also post the advertisement on the State of CT's Contracting Portal at [http://www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp)

If the project is selected, the lowest responsible and qualified bidder will be funded for each procurement. The lowest responsible and qualified bidder is defined as the one whose bid is the lowest received and who possesses the skill, ability and integrity necessary to perform the work based on past performance and financial responsibility. The website [www.contractors.com](http://www.contractors.com) may be helpful in researching potential contractors in your area.

### C. GRANT AWARD REQUIREMENTS

If selected for a possible grant award, the applicant will be required to submit additional documentation (listed below) within 60 calendar days after OPM's Official Contact sends the applicant written instructions to do so. If an applicant needs additional time to comply with this requirement, a request for an extension may be directed to the Official Contact. Applicants who fail to submit the requirement documentation within the time allowed may be deemed unresponsive and will not be considered further. The documents will be reviewed by the Evaluation Committee for sufficiency. If deemed sufficient, the applicant may be invited to negotiate a grant award contract. If deemed insufficient, the application will not be considered further.

NOTE: Do not submit this additional documentation with the application. For those applicants selected for a possible grant award, OPM will issue instructions at the conclusion of the evaluation process for submitting the additional documentation.

1. **Appraisals.** If the facility to be improved had a purchase price of less than \$100,000, then one independent appraisal is to be prepared and submitted. If the facility had a purchase price of \$100,000 or more, two independent appraisals must be prepared and submitted. One appraisal may be done by the financial institution that granted the mortgage, unless the financial institution is the past or current owner of the facility. The other must be done by a MIA-certified appraiser (Member of the Appraisal Institute). Any appraisal submitted in fulfillment of the requirements of this RFA must have been prepared within the previous 365 days.
2. **(Modified) Lien Analysis Form** (NCIGP Form 6). If the current value of any liens on the facility, plus the mortgage balance, plus the requested funding amount (for the facility improvement project) exceeds the current market (appraisal) value of the property, the facility improvement project will not be considered for funding.
3. **Engineering or Inspection Report.** The applicant must provide an engineering or inspection report on the facility regarding the presence of lead paint, asbestos, radon, underground storage tanks, or other environmental hazards, including the ramifications of removal or abatement.

NOTE: Removal or abatement costs of potential hazards must be taken into account when requesting grant funds. The majority of pre-1978 construction contains lead paint. If a facility is to be used for residential purposes, strict guidelines concerning lead paint apply if a child age six or under will be living at the facility.

4. **Code Compliance.** All improvement projects must comply with all State or local fire, health and safety codes. Applicants must submit documentation that the facility and site meets (or will meet) all applicable licensing, local and State zoning, building, fire health, and safety codes for the anticipated use of the facility.
5. **Current Lease.** If the facility is not owned by a participant organization of the nonprofit collaboration, applicants must submit a copy of the current lease.
6. **Owner Statement** (NCIGP Form 7). If the facility is leased by the applicant, the State requires information regarding the tax status of the owner(s). If the owner is a nonprofit organization, copies of the owner's Certificate of Legal Existence and 501(c)(3) determination letter from the U.S. Department of Treasury, Internal Revenue Service, must be submitted.
7. **Owner Approval** (NCIGP Form 8). The owner's written approval of the improvement project is required for each applicant-leased or applicant-owned facility. Attach proof of ownership to the form.

**FACILITY IMPROVEMENT****Application Priority No.** \_\_\_\_\_

**Instructions:** See Project Instructions – Part 3 for Facility Improvement. Complete Project Application – Part 3. Include all required forms and documentation with the project application.

**GENERAL INFORMATION**

Name of Nonprofit Collaboration: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Are local or State approvals required for the intended future use of this facility? ☐ yes ☐ noIf yes, have the approvals been obtained? ☐ yes ☐ no

Type of Project: ☐ Code Compliance ☐ Code Recommendation  
(check all that apply) ☐ Upgrade ☐ Essential Renovation  
☐ Energy Conservation  
☐ Relocation  
☐ Other: \_\_\_\_\_

**Total Cost of Facility Improvement Project:** \$ \_\_\_\_\_**Requested Funding for Facility Improvement Project:** \$ \_\_\_\_\_

See Project Instructions to determine the allowable Funding Limit.

**Requested Funding for Architectural Fees:** \$ \_\_\_\_\_

Applicants may request funding for architectural fees associated with Project Application – Part 3. Such fees should not exceed 8–10% of the total cost of the facility improvement project. If included, explain on an attachment all such fees. Applicants may be required to provide additional information and documentation related to any architectural fees.

Total Square Footage: \_\_\_\_\_ \*Ordinary Living Space: \_\_\_\_\_ Date Built: \_\_\_\_\_

\*Ordinary living space is that used by clients or staff during the normal course of the day, such as living rooms, bedrooms, bathrooms, kitchen areas, pantries, interior hallways, TV rooms, dining rooms, laundry rooms, basement recreational areas, enclosed porches, or staff offices. Ordinary living space does not include basement storage areas, attics, interior and exterior stairways, furnace rooms, or outside areas (such as open porches, decks, etc.).

Type of Facility (check one): ☐ Applicant-Owned ☐ Applicant-Leased

If Applicant-Leased:

Name of Tenant Organization: \_\_\_\_\_ Length of Tenancy: \_\_\_\_ Years \_\_\_\_ Months

Date Current Lease Ends: \_\_\_\_\_ Current Rent: \$ \_\_\_\_\_ Per Year

**QUESTIONS**

*Answer the questions below. Attach additional sheets as needed.*

1. What is the purpose of this project? How does it support the consolidation of programs and services?
2. How many State agency clients are currently served at this location (SFY 2010)? \_\_\_\_\_  
How many other clients? \_\_\_\_\_  
How much operational funding is received under State contract (SFY 2010) at this location? \_\_\_\_\_
3. Provide a detailed description of the facility (e.g., style, type of construction, number of stories, previous improvements, general condition).
4. How is the facility currently used? Explain.
5. Is any space in the facility now used by any other individual or entity? ☐ yes ☐ no  
If yes, explain. Include the name of each individual or entity, the square footage used by each individual or entity, and whether the entity is exempt from federal income tax under Section 501(C)(3) of the Internal Revenue Code.
6. If applicant-owned: Are the real estate taxes on this site paid up-to-date? ☐ yes ☐ no  
If no, explain. Amount of unpaid taxes: \_\_\_\_\_
7. Is this site under foreclosure proceedings? ☐ yes ☐ no If yes, explain.
8. Has the applicant received past funding for improving this facility from another State or federal agency?  
☐ yes ☐ no  
If yes, provide the name of the State or federal agency, purpose and amount of the funding, and funding date.
9. Are any individuals or companies that provide goods or services, including the rental of property or the loaning of funds to this facility, related through family association, common ownership, control, or business association to any of the owners, operators, or officials of this facility? ☐ yes ☐ no If yes, list all related parties under common control and the purpose of each.
10. Will completion of the facility improvement project result in future increases to any of the following operations expenses: *(check if yes)* ☐ personnel expenses; ☐ social security or other fringe expenses; ☐ consultant or contractual services expenses; ☐ travel expenses; ☐ consumable expenses; ☐ rent expenses; ☐ equipment or capital asset expenses; ☐ other expenses.  
For all checked boxes, explain cost increase and provide a full fiscal year projection.
11. Was the lowest responsible and qualified vendor chosen for each procurement? ☐ yes ☐ no  
If no, explain.
12. Were the requirements for public liability and worker's compensation insurance stated in the written specification(s) used to solicit bids? ☐ yes ☐ no If no, explain.
13. Is any bidder selected for a project at this facility a sole employee and, therefore, does not carry worker's compensation? ☐ yes ☐ no If yes, provide name and address of bidder.
14. Was the requirement for a performance bond stated in the written specification(s) used to solicit bids?  
☐ yes ☐ no If no, explain.

## EQUIPMENT

### A. GENERAL INFORMATION

- 1. Funding Limit.** For an equipment project, funding is available in an amount up to 60% of the lowest bid for each procurement. (See Section B.4 below.) The minimum cost for an equipment procurement is \$5,000 per item (unit). Therefore, the minimum funding request for an equipment procurement is \$3,000 per item (unit).

Equipment is defined as nonexpendable, tangible personal (non-real estate) property with a normal useful life of at least one year. Expenditures for equipment with an acquisition cost of \$5,000 or greater per item (unit) are considered capital expenditures. Acquisition cost is defined as the net invoice unit price of an item of equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatuses necessary to make the item usable for the purpose for which it is acquired.

Applicants may apply for funds for capital equipment related to the consolidation of programs or services. Examples include, but are not limited to, office equipment (such as photocopiers, printers) and office furniture.

- 2. Timeline.** The review and approval process for applications submitted in response to this RFA may take six to nine months. This timeline should be taken into consideration when seeking bids, estimates, or quotations, and selecting vendors for the project.
- 3. Restrictions.** Equipment must be movable. Equipment funds will not be awarded to purchase any equipment that is permanently affixed to, or made part of, a facility and that cannot be removed without damaging walls, ceilings, or floors or without impairing the facility in some manner (such as built-in shelving, cabinets, lockers, security systems, fire and burglar alarm systems). Funding for such purchases may be requested using Part 3 – Facility Improvement. NOTE: The equipment project must not involve any related party transactions.

Applicants have the option of purchasing equipment through State contracts administered by DAS or purchasing equipment through other vendors.

- (a) Applicants who receive at least 60% of their funding from the State or federal government may purchase equipment through State contracts administered by the Department of Administrative Services (DAS). Applicants may search for DAS contracts by Key Word or by Commodity on the State Contracting Portal at: [http://www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp)
- (b) Applicants who receive less than sixty percent (60%) of their funding from the State or federal government may purchase equipment through other vendors.

- 4. Project Scope.** The Evaluation Committee will take into consideration whether the equipment application is a component part of a larger capital project (i.e., a facility purchase or facility improvement project) or whether it is a smaller “stand alone” project. Requests for equipment that support larger capital projects deemed worthy by the Evaluation Committee will be rated more favorably.
- 5. Property Ownership and Control.** Grantees will own any equipment purchased with grant funds. Grantees must document the assignment of ownership and usage, and maintain these documents so they are available to the State administering agency. The grantee (owner) will be responsible for the proper insurance, licensing and permitting, and maintenance of all purchases.

Grantees must maintain a property control record for each equipment item with the following information: (1) date of purchase; (2) name and address of vendor; (3) year, make, and model of equipment item; (4) serial number; and (5) if applicable, date of disposition; method of disposition; and amount received or trade-in value.

6. **Repayment.** The applicant must commit to the continued use of any equipment purchased with grant funds for not less than five years. If the grantee ceases to use the purchased equipment for any reason, an amount equal to the amount of the grant funding for the equipment, minus twenty percent per year for each full year that has elapsed since the date of the contract, shall be repaid to the State.

## B. SUBMISSION REQUIREMENTS

1. **Application for Equipment.** Submit Project Application – Part 4, with all required forms and related documentation.
2. **Project Cost Summary** (NCIGP Form 3). List all procurement costs related to the project. Show how requested grant funds and other funds will be used for these costs.
3. **Procurement Details** (NCIGP Form 4). Applicants must submit one copy of NCIGP Form 4 for each procurement for the project.
4. **Written Bids** (NCIGP Form 5). Applicants must include written quotations from three responsible and qualified vendors for each equipment procurement. Quotes must include the total amount (price), payment terms, delivery date, freight costs, and warranty. Quotes must be on the vendor's letterhead or form, typewritten, dated and signed by an authorized agent of the company. Quotes that do not follow this format or have handwritten changes will not be accepted as valid. If the equipment purchase requires installation, specify the amount of time (i.e., hours, days) required to do the work. If the project is selected, the vendor with the lowest quotation for each procurement will be funded.



**EQUIPMENT****Application Priority No.** \_\_\_\_\_

**Instructions:** See Project Instructions – Part 4 for Equipment. Complete Project Application – Part 4. Include all required forms and documentation with the project application.

**GENERAL INFORMATION**

Name of Nonprofit Collaboration: \_\_\_\_\_

Type of Project: ☐ Office Equipment(check all that apply) ☐ Office Furniture☐ Other: \_\_\_\_\_**Total Cost of Equipment Project:** \$ \_\_\_\_\_**Requested Funding for Equipment Project:** \$ \_\_\_\_\_

See Project Instructions to determine the allowable Funding Limit.

**QUESTIONS***Answer the questions below. Attach additional sheets as needed.*

1. What is the purpose of this project? How does it support the consolidation of programs and services?
2. Did the applicant receive quotes through the State contracts administered by DAS?  
☐ yes ☐ no If no, explain.
3. Was the lowest responsible and qualified vendor chosen for each procurement? ☐ yes ☐ no  
If no, explain.

## TECHNOLOGY

### A. GENERAL INFORMATION

1. **Funding Limit.** For technology projects, funding is available in an amount up to 60% of the lowest bid for each procurement. (See Section B.4 below.) The minimum cost for a technology procurement is \$5,000. Therefore, the minimum funding request for a technology procurement is \$3,000.

NOTE: Unlike Equipment (Part 4), the procurement cost for Technology is **not** per item (unit).

Applicants may apply for funds to develop and implement projects related to the consolidation of programs and services. Funds may be used to purchase new technology or upgrade existing technology. Types of technology include, but are not limited to, telecommunications equipment (such as telephone systems, peripheral devices, cabling, pagers, and radios), personal computers, laptops, peripherals, software, servers, and networks. Other technology needs of the nonprofit collaboration related to the consolidation of programs or services will also be considered for funding – including, but not limited to, rental, rental with option to buy, or lease agreements.

2. **Timeline.** The review and approval process for applications submitted in response to this RFA may take six to nine months. This timeline should be taken into consideration when seeking bids, estimates, or quotations, and selecting vendors for the project.
3. **Restrictions.** The State's Department of Information and Technology (DOIT) provides Information and Technology (IT) contracts for State agencies that may also be used by nonprofit organizations. Applicants should make every effort to purchase technology and related equipment through State contracts administered by DOIT. Applicants may use other vendors for technology purchases and related equipment if the item is not available through DOIT's contracts. NOTE: The technology project must not involve any related party transactions.

Applicants may use DOIT contracts by (a) contacting the awarded vendor, (b) referencing the contract, and (c) receiving a written quotation. The list of available IT Contracts and Vendor Information can be accessed from the left side navigation bar on DOIT's home page at <http://www.ct.gov/doit>

If any vendor problem arises, DOIT's IT Contract and Purchasing Division should be notified by completing and submitting the DOIT Vendor Performance Report form. To access the form, go to DOIT's home page. On the left side navigation bar, click on the IT Contracts and Purchasing link. Once on the IT Contracts and Purchasing page, scroll down to the fifth bullet under the "Notices To Agencies" section, and click on the DOIT Vendor Performance Report link.

4. **Project Scope.** The Evaluation Committee will take into consideration whether the technology application is a component part of a larger capital project (i.e., a facility purchase or facility improvement project) or whether it is a smaller "stand alone" project. Requests for technology that support larger capital projects deemed worthy by the Evaluation Committee will be rated more favorably.
5. **Property Ownership and Control.** Grantees will own any technology purchased with grant funds. Grantees must document the assignment of ownership and usage, and maintain these documents so they are available to the State administering agency. Grantees will be responsible for the proper insurance, licensing and permitting, and maintenance of all purchases.

Grantees must maintain a property control record for each technology item with the following information: (1) date of purchase; (2) name and address of vendor; (3) year, make, and model of technology item; (4) serial number; and (5) if applicable, date of disposition; method of disposition; and amount received or trade-in value.

6. **Repayment.** The applicant must commit to the continued use of any technology purchased with grant funds for not less than five years. If the grantee ceases to use the purchased technology for any reason, an amount equal to the amount of the grant funding for the equipment, minus twenty percent per year for each full year that has elapsed since the date of the contract, shall be repaid to the State.

## **B. SUBMISSION REQUIREMENTS**

1. **Application for Technology.** Submit Project Application – Part 5, with all required forms and related documentation.
2. **Project Cost Summary** (NCIGP Form 3). List all procurement costs related to the project. Show how requested grant funds and other funds will be used for these costs.
3. **Procurement Details** (NCIGP Form 4). Applicants must submit one copy of NCIGP Form 4 for each procurement for the project.
4. **Written Bids** (NCIGP Form 5). Applicants must include written bids from three responsible and qualified vendors for each technology procurement or lease agreement. Bids must include the total price, payment terms, delivery date, freight costs, and warranty. Bids must be on the vendor's letterhead or form, typewritten, dated and signed by an authorized agent of the company. Bids that do not follow this format or have handwritten changes will not be accepted as valid. Bids for system work, networking installation, cabling, or data conversion must specify the amount of time (i.e., hours, days) required to do the work. If the project is selected, the vendor with the lowest bid for each procurement will be funded.

**TECHNOLOGY****Application Priority No.** \_\_\_\_\_

**Instructions:** See Project Instructions – Part 5 for Technology. Complete Project Application – Part 5. Include all required forms and documentation with the project application.

**GENERAL INFORMATION**

Name of Nonprofit Collaboration: \_\_\_\_\_

Type of Project: [ ] Telecommunications  
(check all that apply) [ ] Computers [ ] Laptops [ ] Hardware [ ] Software  
[ ] Servers  
[ ] Networks  
[ ] Peripheral Devices  
[ ] Other: \_\_\_\_\_

**Total Cost of Technology Project:** \$ \_\_\_\_\_**Requested Funding for Technology Project:** \$ \_\_\_\_\_

See Project Instructions to determine the allowable Funding Limit.

**QUESTIONS***Answer the questions below. Attach additional sheets as needed.*

1. What is the purpose of this project? How does it support the consolidation of programs and services?
2. Did the applicant receive quotes through the State contracts administered by DOIT?  
[ ] yes [ ] no If no, explain.
3. Was the lowest responsible and qualified vendor chosen for each procurement? [ ] yes [ ] no  
If no, explain.

## TRANSPORTATION

### A. GENERAL INFORMATION

1. **Funding Limit.** Funding is available for the purchase or modification of vehicles. Other transportation needs of the nonprofit collaboration related to the consolidation of programs and services will also be considered for funding.

For vehicle purchases, funding is available in an amount up to 60% of the lowest quotation. (See Section B.5 below.) If a vehicle is purchased through a DAS-approved contract, funding is available in an amount up to 60% of the actual purchase price. (See Section 3(a) below.) The minimum cost for each transportation procurement is \$10,000. Therefore, the minimum funding request for a transportation procurement is \$6,000.

Funding is also available for vehicle modifications designed to accommodate persons with disabilities. The total cost of modifications (including labor charges) for each vehicle cannot exceed 25% of the vehicle's value. The value of the vehicle must be verified by a standard source (such as the Kelley Blue Book or Edmunds).

2. **Timeline.** The review and approval process for applications submitted in response to this RFA may take six to nine months. This timeline should be taken into consideration when seeking bids, estimates, or quotations, and selecting vendors for the project.
3. **Restrictions.** Applicants have the option of purchasing vehicles through State contracts administered by DAS or purchasing vehicles through other vendors. NOTE: The transportation project must not involve any related party transactions.
  - (a) Applicants who receive at least 60% of their funding from the State or federal government may purchase vehicles through State contracts administered by DAS. DAS vehicle contracts can be found at the following link:  
[http://www.biznet.ct.gov/SCP\\_Documents/Results/9212/010\\_0239.pdf](http://www.biznet.ct.gov/SCP_Documents/Results/9212/010_0239.pdf)
  - (b) Applicants who receive less than sixty percent (60%) of their funding from the State or federal government may purchase vehicles through other transportation vendors. Vehicles must meet the standards for gasoline mileage ratings and comply with the requirements set forth in the federal standards concerning alternative-fueled vehicles:  
<http://www.cga.ct.gov/2009/pub/chap058.htm#Sec4a-67d.htm>
4. **Project Scope.** The Evaluation Committee will take into consideration whether the transportation application is a component part of a larger capital project (i.e., a facility purchase or facility improvement project) or whether it is a smaller "stand alone" project. Requests for transportation that support larger capital projects deemed worthy by the Evaluation Committee will be rated more favorably.
5. **Property Ownership and Control.** Grantees will own any vehicles purchased with grant funds. Grantees must document the assignment of ownership and usage, and maintain these documents so they are available to the State administering agency. Grantees will be responsible for the proper insurance, licensing and permitting, and maintenance of all purchases.

Grantees must maintain a property control record for each vehicle with the following information: (1) date of purchase; (2) name and address of vendor; (3) purchase price; (4) year, make, and model of vehicle; (4) vehicle identification number (VIN); and (5) if applicable, date of disposition; method of disposition; and amount received or trade-in value.

6. **Repayment.** The applicant must commit to the continued use of any vehicle purchased or modified with grant funds for not less than five years. If the grantee ceases to use the purchased or modified vehicle for any reason, an amount equal to the amount of the grant funding for the equipment, minus twenty percent per year for each full year that has elapsed since the date of the contract, shall be repaid to the State.
7. **How To Calculate Costs.** Applicants must calculate the cost of each transportation procurement. Use the examples below as guidance.

EXAMPLE 1:

Procurement Cost = Vehicle Purchase (60% of purchase price using DAS-approved contract)

EXAMPLE 2:

Procurement Cost = Vehicle Purchase (60% of lowest quotation of other vendor)

EXAMPLE 3:

Procurement Cost = Modification (25% of vehicle's value)

EXAMPLE 4:

Procurement Cost = Vehicle Purchase (60% of lowest quotation) + Modification (25% of vehicle's value)

## B. SUBMISSION REQUIREMENTS

1. **Application for Transportation.** Subject Project Application – Part 6, with all required forms and related documentation.
2. **Project Cost Summary** (NCIGP Form 3). List all procurement costs related to the project. Show how requested grant funds and other funds will be used for these costs.
3. **Procurement Details** (NCIGP Form 4). Applicants must submit one copy of NCIGP Form 4 for each procurement for the project.
4. **Written Quotations for Purchases** (NCIGP Form 5). Applicants must include written quotes from three responsible and qualified vendors for each vehicle procurement. Quotes must include the total amount (price) of the purchase, the make and model of the vehicle, and vehicle identification number. Quotes must be on the vendor's letterhead or form, typewritten, dated and signed by an authorized agent of the company. Quotes that do not follow this format or have hand written changes will not be accepted as valid. If the project is selected, the vendor with the lowest quotation for each procurement will be funded.
5. **Estimates for Modifications** (NCIGP Form 5). Applicants must include written estimates from three responsible and qualified vendors for the modification of each vehicle. Vendors must be licensed auto repair stations in Connecticut. Estimates must include the total amount (price) of the modification, a description of the work to be done, the make and model of the vehicle, and vehicle identification number. Estimates must be on the vendor's letterhead or form, typewritten, dated and signed by an authorized agent of the company. Estimates that do not follow this format or have handwritten changes will not be accepted as valid. If the project is selected, the vendor with the lowest estimate for each procurement will be funded.

**TRANSPORTATION****Application Priority No.** \_\_\_\_\_

**Instructions:** See Project Instructions – Part 6 for Transportation. Complete Project Application – Part 6.  
Include all required forms and documentation with the project application.

**GENERAL INFORMATION**

Name of Nonprofit Collaboration: \_\_\_\_\_

Type of Project: ☐ Vehicle Purchase  
(check all that apply) ☐ Vehicle Modification (Persons with Disabilities)  
☐ Other: \_\_\_\_\_

**Total Cost of Transportation Project:** \$ \_\_\_\_\_**Requested Funding for Transportation Project:** \$ \_\_\_\_\_

See Project Instructions to determine the allowable Funding Limit.

**QUESTIONS***Answer the questions below. If any answer requires an explanation, attach additional sheets as needed.*

1. What is the purpose of this project? How does it support the consolidation of programs and services?
2. If a vehicle purchase, did the applicant receive quotes through the State contracts administered by DAS?  
☐ yes ☐ no If no, explain.
3. Was the lowest responsible and qualified vendor chosen for each procurement? ☐ yes ☐ no  
If no, explain.
4. Does the applicant expect to generate any revenue from this transportation project? ☐ yes ☐ no  
If yes, explain.

**State of Connecticut  
Office of Policy and Management**

**NONPROFIT COLLABORATION INCENTIVE GRANT PROGRAM  
REQUEST FOR APPLICATIONS (RFA)**

**QUESTIONS AND ANSWERS  
June 18, 2010  
Updated March 1, 2011**

NOTE: On May 20, 2010, OPM released the first RFA for the NCIGP. Below are **selected** questions asked by prospective applicants about the first RFA and the NCIGP. Some answers have been updated to reflect more accurately the requirements of the second RFA released on March 1, 2011. The deadline for submitting questions about the second RFA is March 15, 2011.

**GENERAL**

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**1. Will there be a listing provided of all interested parties who have submitted questions about this RFA?**

No such listing will be provided. Answers will be posted without identifying the source of the questions.

**2. Will there be rolling decisions?**

No. All applicants will be notified at the conclusion of the evaluation process. Applicants selected by the OPM Secretary will be provided an opportunity to negotiate a possible grant award contract. The funding of selected projects is contingent upon approval of the State Bond Commission.

**3. What is the anticipated number of awards? What is the anticipated average award? What is the anticipated maximum award possible?**

OPM has not anticipated the number or amount of grant awards. There is no anticipated average or maximum award. The number of grant awards, if any, and their amounts will be determined at the completion of the evaluation process. Final selection of applications is at the discretion of the OPM Secretary, who may select any or none of the applications for funding. Funding of any selected application is further contingent upon the State Bond Commission's approval.

**4. Is there a recommended floor or a ceiling amount of money for these applications?**

OPM has not established a "floor" (minimum funding amount) or "ceiling" (maximum funding amount) that applicants should request in their applications.

**5. What is the expected time frame for approval by the State Bond Commission?**

There is no expected time frame for approval by the State Bond Commission.



**6. If funding is awarded, would the collaborating organizations need to form a separate (organizational) entity to administer the funds?**

Successful applicants will not be required to form a separate entity to administer (expend) the funds. If granted an award, one participant organization must serve as a Fiduciary Agent to administer the grant award contract on behalf of the collaboration.

## **ELIGIBILITY**

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**7. Eligible applicants for the NCIGP must be a collaboration of two or more nonprofit organizations providing services in Connecticut. May one or more of these nonprofit organizations be a State agency or a church?**

A State agency is not a nonprofit organization and, therefore, does not meet the eligibility requirements for the NCIGP. A church or any other entity that is a duly formed 501(c)(3) organization is eligible to form a collaboration and submit an application.

**8. Are nonprofit organizations outside the health and human services field eligible to apply? How much weight will be given to the requirement of “having existing contracts with the State to provide health and human services”?**

The RFA requires applicants to be a collaboration of two or more nonprofit organizations providing services in Connecticut. Eligible applicants include, but are not limited to, nonprofit organizations in the health and human services field. There is no requirement that an applicant have existing contracts with the State to provide health and human services. However, if a nonprofit organization has such an existing contract, the application may receive up to 5 bonus points in the evaluation process.

**9. Can a nonprofit collaboration of two or more organizations submit its own application as a lead applicant, and then be part of an application involving two or more different organizations (with a different lead applicant)? Or is a nonprofit eligible to participate in only one application?**

The term “applicant” is defined as a collaboration of two or more nonprofit organizations that submits an application in response to this RFA. Each collaboration is permitted to submit only one application. By extension, each nonprofit organization within the collaboration is limited to one application. The RFA does not use the term “lead applicant.” The RFA requires the applicant (collaboration) to identify a Single Point of Contact for communications purposes only. All participant organizations in the collaboration have equal status for the purposes of this solicitation. In the event the applicant is selected for an award, the collaboration will need to identify one of its participant organizations to serve as a Fiduciary Agent to administer the grant award contract on behalf of the collaboration.

## **COLLABORATIONS**

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**10. Is there a limit to the number of collaborating agencies that can submit an application?**

There is no limit on the number of nonprofit organizations that can participate in a collaboration that submits an application.

**11. Will the RFA support collaboration of nonprofits who are doing group purchasing of services? Or does a consolidation of programs or services have to be a characteristic of the collaboration?**

The NCIGP supports one-time infrastructure costs to implement the consolidation of programs and services resulting from the collaboration of two or more nonprofit organizations. The RFA broadly defines “programs and services” to include joint ventures involving shared business operations, functions, or services. The “group purchasing” of services may fall under this broad definition, as “purchasing” is a business function. However, the “group purchasing” of services must involve the consolidation of the purchasing functions of the collaborating organizations. If the project only involves the activity of purchasing, where the organizations maintained their separate (non-consolidated) purchasing functions, the project would not be favorably evaluated.

**12. If a nonprofit merged with one or more other nonprofit organizations in the past two years and is still working on merging business functions, is the project eligible for funding? Or does the nonprofit have to be in the pre-merger stage to apply? If a nonprofit is in a post-merger stage, will it receive equal consideration to those applicants in the pre-merger stage?**

Applicants must be a collaboration of two or more nonprofit organizations providing services in Connecticut. If the questioner is a merged (single) organization, the questioner would have to collaborate with at least one other nonprofit organization to be considered eligible. Applicants meeting all the requirements of the RFA will be given equal consideration. Further, the NCIGP will not assume responsibility for payment for any costs or expenses incurred prior to the award of a grant as a result of this solicitation.

NOTE: The NCIGP does not require applicants to merge (legally become a new, single organization), but only to consolidate (combine) their programs or services through a collaboration (working together on a joint venture).

**13. Will collaboration/consolidation projects that are partially underway by the time the evaluation process is completed be considered for funding?**

Projects that are already underway are not eligible for funding. The NCIGP is limited to new projects undertaken by collaborations.

**14. Can the successful applicant develop an application process to engage additional collaborators?**

A successful applicant may develop its own process for encouraging and inviting additional nonprofit organizations to join the collaboration.

**15. What does it mean that “If selected for a grant award, applicants should plan for and encourage additional nonprofit organizations to join the collaboration in the future”?**

Applicants must be a collaboration of two or more nonprofit organizations providing services in Connecticut. A successful applicant is encouraged (but is not required) to allow additional nonprofit organizations to join its collaboration after the grant award. This means that the State is encouraging funded collaborations to expand beyond their original scope (size, membership), but does not require them to do so.

**16. Should the application include a procedure and plan for engaging additional collaborators?**

The RFA requires applicants to describe plans, if any, for additional organizations to join the collaboration in the future. If the collaboration has such plans, the applicants should provide a detailed statement setting forth the approach that will be taken when doing so. Applicants are not expected to develop or include a formal plan or procedure with their applications.

**17. Must all nonprofit organizations within the collaboration complete the required forms and documents?**

Each participant organization within the collaboration must complete and submit the required forms and documentation. The forms and documentation for each participant organization must be bundled separately.

## **GENERAL APPLICATION**

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### **18. There are 15 pages maximum for the narrative. Does this include the project application(s)?**

The Narrative is limited to 15 pages (double line spacing). The Budget is also limited to 15 pages (double line spacing), excluding the required NCIGP Form 2 and its attachments. The project applications do not have page limits.

### **19. Can we project a more cost effective way of using staff in the cost savings and efficiency component of the RFA?**

No. The intent of the grant is to achieve actual cost savings and efficiencies.

## **PROJECT APPLICATIONS**

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### **20. Clarify Section C.2 - Prioritization. What explains the priority given to project applications?**

Applicants must submit at least one project application. Applicants may submit a maximum of six project applications (one for each of the six parts). If an applicant submits more than one project application, the applicant must indicate the priority order of the project applications submitted. For example, if an applicant submits Project Application – Part 4 (Equipment) and Project Application – Part 6 (Transportation), the applicant must rank order the two applications in descending order, from the highest priority to the lowest priority. In this example, the applicant might make Transportation the #1 priority and Equipment the #2 priority. At the top of each project application form is a field where the applicant indicates the priority of the application: Application Priority No. \_\_\_\_

### **21. Can “energy conservation” include new windows and roofing and siding? Can this occur at more than one location under one project?**

An “energy conservation” project can include new windows, roofing, or siding if the products are ENERGY STAR qualified or if they meet the criteria established by the 2009 International Energy Conservation Code. Energy Star qualified products are listed on the Internet at <http://www.energystar.gov>. The International Energy Conservation Code can be purchased on the Internet at <http://www.iccsafe.org>. If the products are not Energy Star qualified, or do not meet the established IECC criteria, the project would fall under the category of “upgrade” or “essential renovation,” depending on the current condition of the facility. Use Project Application – Part 3, Facility Improvement Project, to apply for funds for these procurements. An applicant may submit only one Part 3. The Part 3 project application is limited to one facility (one location). All procurements for all project applications must support the consolidation of programs and services.

### **22. What constitutes a “project” application? For example, under technology, if we applied for both hardware and software to accomplish two different tasks (such as electronic health records software, plus a server to consolidate other IT functions), does this constitute one or two projects?**

The RFA includes six project applications. An applicant may submit one application for each of the six projects. Each project application may include multiple procurements. In the example given above, the technology project would involve procurements for hardware, software, and a server. These separate procurements would be considered one technology project.

**23. Can a collaboration work with an already identified consultant (e.g., software developer) or does there need to be a competitive procurement process to identify consultants to work on projects?**

All procurements must be competitive, except for a facility purchase or facility loan refinancing. As a general rule, "sole source" procurements are not permitted. One possible exception would be for a vendor having proprietary services or patent rights. In such a case, an applicant must explain in detail the reasons for requesting a waiver from the competitive procurement requirements and provide supporting evidence of the proprietary services or patent rights.

**24. Is there an upper (funding) range that should not be exceeded for a technology project?**

The RFA does not include a funding range or limit for any project, including technology. An applicant must adhere to the funding limits and restrictions described in the instructions for each project application.

**25. What limits, if any, are there to the type of capital items that may be included in the application (e.g., desks, servers, computers)?**

See the instructions for each Project Application (Parts 1-6) for general information about funding limits, restrictions, and other conditions related to the project.

**26. Technology projects do not require "unit" bidding. What method of bidding do you recommend for technology projects? For example, software that is needed for a particular purpose is often confined to only one or two vendors. Also, there may be software products already known to us that are far superior to any other offering. Must three bids be obtained in these circumstances?**

Technology projects, like all other projects, must adhere to the competitive procurement requirements detailed in the RFA. The minimum cost of a technology procurement is \$5,000; an applicant may request funding in an amount up to 60% of the lowest bid for a technology procurement. A technology procurement may involve more than one item (e.g., multiple computers) that add up to the \$5,000 minimum. The rules are different for an equipment procurement, where each (separate) item must have a minimum cost of \$5,000.

**27. Does the grant allow for contracted provider services expenses for set up of new equipment and technology infrastructure, in addition to the actual equipment and software costs?**

Funds may be requested for the purchase and installation (set up) of new equipment and technology. All procurements for equipment and technology must be competitively procured, including installation. The written bids for projects that include installation or other labor charges must specify the amount of time (i.e., hours, days) required to do the work.

**28. For a technology project that would implement networking of systems across a number of nonprofits, a major cost is the people who have the expertise to implement the networking. Can this cost be built into the technology project application? For example, if the total project is \$100,000 and hardware is \$75,000 (with \$25,000 of the networking support cost), then does the maximum 60% reimbursement for the grant apply to the whole project or only to hardware costs?**

An applicant may request funding to cover the costs of implementing a network system for the collaboration. The funding limit of 60% of the lowest bid for each procurement would apply to both the hardware and networking support costs.

**29. Can funds be used for donor or financial software under the technology application?**

Funds may be requested to purchase donor or financial software, provided the procurement meets the requirements of the RFA.

**30. If a product is developed out of this proposal (i.e., software), will the State have any ownership or vesting rights?**

Yes. The State's rights are disclosed in State of Connecticut, Office of Policy and Management, RFP Conditions, Section 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."

**31. Does a technology project only get 10 extra points if it is connected to a larger capital project (namely, a facility purchase or facility improvement) for which there is a separate project application?**

To be awarded the additional 10 bonus points, a technology project must support a larger capital project. If the technology project does not support a larger (and separate) capital project, it is not eligible for the bonus points. The larger capital project is defined as a facility purchase or facility improvement, which would require an applicant to submit a Part 1 or Part 3 project application.

**32. Can "transportation" include things like actual vehicles? A van?**

An applicant may request funding for vehicle purchases or modifications by submitting Transportation Project Application – Part 6. The type of vehicle to be purchased or modified is decided by the applicant. An applicant must adhere to the procurement requirements, as described in the Transportation Project Instructions – Part 6. All procurements must support the collaboration's consolidation of programs and services. Further, any transportation project will be awarded an additional 10 bonus points ***if*** such project supports a larger capital project (namely, a facility purchase or facility improvement).

## **COSTS**

**33. Can the cost associated with the consolidation of two or more nonprofit organizations (such as legal and accounting fees) be covered with NCIGP funds if the fees are part of a larger effort to introduce shared technology?**

Legal and accounting fees are allowable "planning and administrative costs" when associated with a project application.

**34. If the (technology) system is offered to for use by the community at large (i.e., net meeting site), can some of the funds pay for legal fees needed to work out memorandums of agreement?**

See Question 33.

**35. Can grant funds go toward salaries?**

Additional costs for salaries directly associated with the implementation of a project are allowable. Salaries associated with the normal or ongoing activities of any participant organization are not allowable.

**36. (Applicable Only to the State's POS Contractors)**

**If an applicant's OPM-approved Cost Allocation Plan dictates that more than 5% of funds should be allocated towards administration, is the applicant still considered in compliance with the OPM cost standards?**

OPM does not review or approve Cost Allocation Plans. The Cost Standards do not specify the percentage of funds that must be allocated for administration. Questions concerning compliance with OPM's Cost Standards must be directed to the State agency that executed the Purchase of Service (POS) contract with the organization.

STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

**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, June 2008)**.

- 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. Depending on the nature of the proposal, the State may require the proposer to furnish a performance bond upon award of the contract.
- Q. 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.
- R. 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.
- S. 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.

- T. 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 Exhibit A.

### **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.

### **EXHIBIT 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 Section 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Ban**

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

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or

candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### **Duty to Inform**

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

### **Penalties for Violations**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

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

### **Contract Consequences**

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

### **Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative

branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

**OTHER INFORMATIONAL  
MATERIALS/DOCUMENTS  
AND/OR  
REQUIRED FORMS**

**OPM VENDOR/BIDDER PROFILE SHEET**

(Form OPM-A-15, Jun-08)

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

**AFFIRMATION OF VENDOR/BIDDER**

The undersigned Vendor/Bidder affirms and declares:

- 1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP.  
☐ YES      ☐ NO      ☐ No RFP
- 2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP.  
☐ YES      ☐ NO      ☐ No RFP
- 3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.  
☐ YES      ☐ NO
- 4) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.  
☐ YES      ☐ NO

**ACKNOWLEDGEMENT OF VENDOR/BIDDER**

With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the undersigned expressly acknowledges:

Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

☐ YES      ☐ NO

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

**IF VENDOR/BIDDER IS A CORPORATION**

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

☐ Corporate Resolution    ☐ Corporate By Laws    ☐ Other    **(Please provide a written copy.)**Is your business income reportable to the IRS?    ☐ Yes    ☐ NoAre you a DAS certified minority owned business?    ☐ Yes    ☐ No    If YES, check all that apply.☐ Women Owned      ☐ Black      ☐ Hispanic      ☐ American Indian☐ Disabled      ☐ Iberian Peninsula      ☐ Asian      ☐ Other

Subject of RFP	Submission Due	Division	Date Issued

# Standard Contract Language

- Form CO-802A
- Attachment A
- Attachment B
- Attachment C

**PERSONAL SERVICE AGREEMENT**  
CO-802A REV. 2/08

STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. P.S.
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CONTRACTOR	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO
	CONTRACTOR ADDRESS	CONTRACTOR FEIN/SSN - SUFFIX

STATE AGENCY	(5) AGENCY NAME AND ADDRESS
--------------	-----------------------------

CONTRACT PERIOD	(6) DATE (FROM) THROUGH (TO)	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input type="checkbox"/> NEITHER
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CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	(8) REQUIRED NO. OF DAYS WRITTEN NOTICE
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
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(11) OBLIGATED AMOUNT									
(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE

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

ACCEPTANCES AND APPROVALS	(22) STATUTORY AUTHORITY
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE DATE
(24) AGENCY (AUTHORIZED OFFICIAL)	TITLE DATE
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES	TITLE DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

DISTRIBUTION: ORIGINAL CONTRACTOR PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY



## **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 5 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**

#### **CANCELLATION PROVISION**

This Agreement may be canceled at will by either party upon \_\_\_\_\_ days written notice delivered by certified mail.

### **SECTION 4**

#### **NOTICE**

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 mail in the manner set forth in this section. All notices shall be effective if delivered personally or by certified mail to the following addresses:

State: State of Connecticut  
Office of Policy and Management  
450 Capitol Ave. - MS#  
Hartford, CT 06106-1379  
Attention:

Contractor:

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

## **SECTION 5 SPECIFICATION OF SERVICES**

## **SECTION 6 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 7 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 inspect or examine the part of the plant or place of business or 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 plants, places of business, 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 or an electronic format of 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 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. Any subcontractor under this Agreement shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years from the expiration of the subcontract.

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.

The Contractor must incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

#### **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 4 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 4 of this Agreement.

#### **O. Survival**

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

#### **P. Americans with Disabilities Act**

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

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

**Q. Non-Discrimination and Executive Orders**

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

(a) For the purposes of this Section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by 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, 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; 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; and 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.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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 State ethics laws. Contractor shall supply such affirmations to OPM promptly. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

**DD. Disclosure of Consulting Agreements**

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes

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

#### **EE. Retaliation Prohibition**

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

#### **FF. Campaign Contribution and Solicitation Prohibitions**

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

#### **GG. Non-Discrimination Certification**

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Contractor is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory 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).

## ATTACHMENT B

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



2010

## INTRODUCTION

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

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

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of 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**

**860/263-2400**  
**[www.ct.gov/ethics](http://www.ct.gov/ethics)**



### ***Citizen's Ethics Advisory Board:***

**G. Kenneth Bernhard, Chairperson** (through September 2011)  
**Thomas H. Dooley, Vice Chairperson** (through September 2012)  
**Ernest Abate** (through September 2011)  
**Kathleen F. Bornhorst** (through September 2012)  
**Rebecca M. Doty** (through September 2011)  
**General David Gay, (ret.)** (through September 2013)  
**Dennis Riley** (through September 2013)  
**Winthrop Smith, Jr.** (through September 2013)  
**Shawn T. Wooden** (through September 2013)

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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 Website, [www.ct.gov/ethics](http://www.ct.gov/ethics).

The OSE is an independent watch dog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations, and otherwise enforces 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 (hence forth, 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 **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

#### Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Website) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

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

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

*Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$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 \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).

*Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted 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* – 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* – Restricted 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 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (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 restricted 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 \$49.99 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.*

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#### Reporting Requirements

Should you or your representative give something of \$10 or more in 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). A courtesy form is available for this notification on the OSE’s Website, in the “Forms” section.



## 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 are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.



Conn. Gen. Stat. § 1-79 (9).

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.

## 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 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. Likewise, such businesses may not hire those employees. 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 his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. 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; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

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

### Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and



other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services ([www.das.state.ct.us](http://www.das.state.ct.us)) and the Office of Policy and Management([www.opm.state.ct.us](http://www.opm.state.ct.us)).

### Investment Services and the Office of the Treasurer

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

### Registering as a Lobbyist

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

### Contribution Ban for Communicator Lobbyists

(Conn. Gen. Stat. §9-610 (g) and (h).) Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

**Sessional Contribution Ban for Client Lobbyists** (Conn. Gen. Stat. § 9-610 (e).) Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

### **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

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 Connecticut Office of Policy and Management.

### **Executive Orders**

Executive Order 3 Under this Order, the Department of Administrative Services established and maintains on its Website 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.

The full text of these Executive Orders can be found on the Governor's Website, [www.ct.gov/governorrell/site/default.asp](http://www.ct.gov/governorrell/site/default.asp).

## FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE in this guide 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 Legal Division of 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: 860/263-2400**  
**F: 860/263-2402**  
**[www.ct.gov/ethics](http://www.ct.gov/ethics)**



### Specific Contacts:

Questions or advice regarding the Ethics Codes: [Ethics.Code@ct.gov](mailto:Ethics.Code@ct.gov)  
Lobbyist filing/reporting questions: [lobbyist.OSE@ct.gov](mailto:lobbyist.OSE@ct.gov)  
Public official filing/reporting questions: [SFI.OSE@ct.gov](mailto:SFI.OSE@ct.gov)  
Enforcement questions: [Ethics.Enforcement@ct.gov](mailto:Ethics.Enforcement@ct.gov) All other inquiries: [ose@ct.gov](mailto:ose@ct.gov)



January 2010

## 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 Section 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Ban**

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

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

#### **Contract Consequences**

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

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

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

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

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



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

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

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

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

## ***Forms***

**The following Ethics Affidavits and Certification forms with instructions are available at:**

**<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>**

**Form 1. Gift and Campaign Contribution Certification**

**Form 5. Consulting Agreement Affidavit**

**Form 6. Affirmation of Receipt of State Ethics Laws Summary**

**The Nondiscrimination Certification Form with instructions is available at:**

**[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)**

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

SP-26NB-IPDF Rev. 4/10

COMPLETE VENDOR LEGAL BUSINESS NAME			Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN		
Write/Type SSN/FEIN NUMBER ABOVE					
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)					
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> GOVERNMENT					
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.					
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)					
E. OTHER (DESCRIBE IN DETAIL)					
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →					
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →					
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.					
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?					
VENDOR ADDRESS		STREET		CITY	STATE ZIP CODE
Add Additional Business Address & Contact information on back of this form.					
VENDOR E-MAIL ADDRESS			VENDOR WEB SITE		
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.					
REMIT ADDRESS		STREET		CITY	STATE ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)					
1 <sup>ST</sup> BUSINESS PHONE:		Ext. #		HOME PHONE:	
2 <sup>ND</sup> BUSINESS PHONE:		Ext. #		1 <sup>ST</sup> PAGER:	
CELLULAR:		2 <sup>ND</sup> PAGER:			
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:			
2 <sup>ND</sup> FAX NUMBER:		TELEX:			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR					DATE EXECUTED
Type or Print Name of Authorized Person					TITLE OF AUTHORIZED PERSON
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO					
IS YOUR BUSINESS CURRENTLY A CT DOT CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS					
PURCHASE ORDER DISTRIBUTION: (E-MAIL ADDRESS)					
NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.					
ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED					

**W-9**

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

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

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**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 payee has otherwise become a U.S. resident alien for tax purposes.

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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.

Also see *Special rules for partnerships* on page 1.

## 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 income tax return. 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 income tax return 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).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" 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.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

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

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

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

<sup>4</sup> List first and circle the name of the 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.) Also see *Special rules for partnerships* on page 1.

**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.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## 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, the District of Columbia, and U.S. possessions 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.

**STATE OF CONNECTICUT**

**OFFICE OF POLICY AND MANAGEMENT**

**CONTRACT COMPLIANCE PACKAGE**



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## I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

## II. BIDDER'S PACKET

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

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

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

**I.**

**CONTRACTOR/GRANTEE  
CONTRACT COMPLIANCE REQUIREMENTS**

**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**

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

## ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

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

**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:

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

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**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

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

**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)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder 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__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? <div>Yes__ No__</div>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? <div>Yes__ No__ NA__</div>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? <div>Yes__ No__ NA__</div>
6. Does your company have a collective bargaining agreement with workers? <div>Yes__ No__</div> <div>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__</div> <div>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__</div>	<div>12. Does your company have a written affirmative action Plan? Yes__ No__</div> <div>If no, please explain.</div> <div>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__</div> <div>If yes, give name and phone number.</div> <div>_____</div> <div>_____</div>



1. Will the work of this contract include subcontractors or suppliers?    Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

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

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
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											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN 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)

## PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. 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	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**III.**

**PERTINENT STATUTES  
AND REGULATIONS**

**OF THE**

**STATE OF CONNECTICUT**

**CONNECTICUT GENERAL STATUTES**  
*Current through Gen. St., Rev. to 1-1-09\*\**

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

*\*\* 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.*

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

and

## REGULATIONS OF CONNECTICUT STATE AGENCIES

### 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.

For an electronic version of these regulations go to:

<http://www.ct.gov/chro/cwp/view.asp?a=2525&q=326600&chroPNavCtr=#51747>

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