

State of Connecticut  
State Board of Education on behalf of the  
Connecticut Technical Education and Career System  
39 Woodland Street  
Hartford, CT 06105

**Request for Proposal**

**SDE / CTECS – SUPPORTIVE CONSULTING SERVICES  
RFP 22-070001**

**Due Date: Monday, August 16, 2021, by 5:00 p.m. E.S.T.**

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## **I. PURPOSE**

Connecticut's State Board of Education ("SBE"), on behalf of the Connecticut Technical Education and Career System ("CTECS"), is seeking proposals from companies that offer supportive consulting services to teachers, students, and administrators for Advanced Placement Courses offered by the College Board.

## **II. BACKGROUND**

Pursuant to Connecticut General Statutes § 10-95, the State Board of Education establishes and maintains a statewide system of technical education and career schools known as CTECS. It is anticipated that on July 1, 2022, CTECS will separate from the SDE and become an independent state agency. *See* Public Act 17-237, as amended by Public Act 19-117.

CTECS employs approximately 1,200 teachers and 60 administrators in a statewide system of 17 degree-granting technical high schools, one technical education center and two aviation maintenance programs. CTECS' schools serve over 11,000 full-time high school students with comprehensive education and training in 38 occupational areas. CTECS also serves part-time adult students in apprenticeship and other programs. The goal is to provide support services to schools offering Advanced Placement (AP) Courses in their Math, Science and English (MSE) departments, so that teachers will be effective in preparing lessons, and students will have resources they need to be successful in these courses. This will improve student opportunities as they prepare to enter college.

## **III. SERVICES REQUIRED**

Any extensions will be by written amendment to the original agreement. Schools supported during the 2021-2022 school year are: Grasso Kaynor, Norwich, and Windham Technical High Schools. Services shall include, but shall not necessarily be limited to:

- a) Support AP courses within the MSE clusters.
- b) Provide student recruitment strategies and tools for school administrators and school counselors to increase student participation in AP courses.
- c) Provide high quality professional development and instructional support for teachers assigned to each Advanced Placement course, including:
  1. Virtual and/or in-person AP summer institute of five (5) days duration;
  2. Writing strategies for rhetorical situations;
  3. Developing a line of reasoning and arguing ideas;
  4. Using apps to teach AP courses;
  5. Offering socratic seminars on Zoom;
  6. Using a diverse set of in-class resources, with a focus on people of color;
  7. Using appropriate annotation;
  8. Using course content on the College Board website;
  9. Understanding how to write a response to multiple choice exam questions;
  10. Developing evidence for a reasonable response to an exam question;

11. Assessing quantitative skills;
  12. Using old exams to understand scoring;
  13. Advanced use of spreadsheets for data analysis; and
  14. Learning versus studying for the retention of concepts.
- d) Conduct at least one (1) virtual and/or in-person classroom visit to each AP class where a subject-matter expert shall model instruction, and, provide curriculum materials and resources (including AP level sample lessons, vocabulary, rhetorical strategies, reading comprehension).
  - e) Lead and moderate one (1) teacher meeting in each AP content area for a total of three (3) meetings, to model collaboration, problem solving, and other instructional techniques among CTECS' AP teachers.
  - f) Conduct three (3) student study sessions in each AP content area in the MSE clusters, for a total of nine (9) sessions, to acclimate students to AP level exams with a goal to improve AP MSE exam outcomes.
  - g) Lead and moderate one (1) session for school administrators and school counselors on the development of AP and college advising resources and provide strategies for enhancing collaboration between counselors, administrators and AP classroom teachers in the college application process.
  - h) Provide ongoing support in the form of proactive and responsive communication to school administrators as they learn how to effectively communicate information about AP coursework to parents, students and teachers.

#### IV. PROPOSAL FORMAT

The proposal must conform to all instructions and conditions outlined in this RFP, including the following:

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP.

Name:	Susan Minicucci
Address:	CTECS, 39 Woodland Street, Hartford, CT 06105
Phone:	860-807-2065
E-Mail:	<a href="mailto:Susan.Minicucci@cttech.org">Susan.Minicucci@cttech.org</a>

2. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations: DAS contracting portal and CTECS RFP Web Page located at: <https://portal.ct.gov/SDE/RFP/Request-for-Proposals/2021-RFPs>
3. **Inquiry Procedures.** All questions and requests for clarification must be in writing via e-mail and submitted no later than August 6, 2021, 5:00 P.M. E.S.T. to Susan Minicucci at [Susan.Minicucci@cttech.org](mailto:Susan.Minicucci@cttech.org) with the subject line "CTECS – Supportive Consulting Services Vendor Question." All questions will be answered as an addendum to this RFP only. No verbal questions will be accepted or answered. Questions, with answers, will be posted on CTECS websites on or before August 9, 2021. It is the responsibility of the proposers to visit the website to retrieve the questions and

answers. Proposers should visit this website frequently prior to the due date for possible addenda in addition to questions and answers.

4. **Proposal Due Date and Time.** The Official Contact is the only authorized recipient of proposals submitted in response to this RFP. The proposal must be submitted in a sealed envelope or package, labeled as follows: "CTECS- Supportive Consulting Services, Connecticut Technical Education and Career System, 39 Woodland Street, Hartford, CT 06105."

Proposals must be received by the Official Contact on or before the due date and time:

- **Due Date:** August 16, 2021
- **Time:** 5:00 p.m. EST

Late, e-mailed or faxed proposals are not acceptable and will be rejected. CTECS is not responsible for delivery delays or errors by any type of delivery carrier. Proposals will not be publicly opened on the due date.

An acceptable submission must include the following:

- One (1) original proposal;
- Four (4) copies of the original proposal; and
- One (1) electronic copy (thumb drive or email) of the original proposal.

5. **Minimum Qualifications of Proposers.** To qualify for a contract award, a Proposer must have the following minimum qualifications:

Considerable experience as educational consultant provider, with experience in research and evidence-based instruction, and a preference for career trade technologies.

6. **Proposer information.** The proposal must be signed by an authorized official, and must provide the following information about the proposer:

- a. Proposer name and location of the office that will be serving the CTECS;
- b. Name, title, telephone number, and e-mail address of the primary contact person;
- c. Number of years the Proposer has been in business under this name;
- d. Name of the parent company if the Proposer is a subsidiary of another corporation;
- e. Financial rating of the Proposer, or other indicator of financial strength and stability;
- f. A description of the Proposer's labor and employment services;
- g. Rate classification/Per hour pricing for all applicable classifications: partner, manager, senior associate, associate, professional staff, blended firm rate and any other associated costs. **Note:** The Department is exempt from payment of excise, transportation, and sales taxes imposed by the federal government and/or the state. Such taxes must not be included in the costs; (web based vs. in-person/virtual)
- h. Details of anticipated or approximated costs for services;
- i. A statement of any potential conflict of interests with the State of Connecticut. **Note:** Proposer will not be considered to have an irreconcilable conflict of interest because the Proposer or attorneys associated with the Proposer have in the past, brought, or are currently bringing litigation against the State of Connecticut, as long as that litigation does not concern the Proposer's involvement in matters related to, and adverse to the State related to any of the described services sought in this RFP;

- j. If any term, or provision of the proposed draft contract is unacceptable, please identify the provision, explain why it is unacceptable, and state whether failure to modify this provision would result in the Proposer's refusal to execute a contract in this matter.
7. **Proposer experience.** The proposal must include the following information about the Proposer's experience and personnel who will be serving as consultant to CTECS :
    - a. Name of primary contact with Department;
    - b. Resumes and/or qualifications and staffing plan;
    - c. A description of the Proposer's experience in the area of teacher instruction;
    - d. A description of the Proposer's experience as to student assessment to educational entities;
    - e. A description of the Proposer's experience with trade or technical schools;
  8. **Attachments.** The proposal package must include:
    - a. Fully completed Contract Proposal form (Attachment A);
    - b. Fully completed OPM Ethics forms 1 and 5 (Attachments B and C);
    - c. Fully completed Nondiscrimination Certification > \$50,000, Form C (Attachment D);
    - d. Fully completed SEEC Form 10 (Attachment E).
  9. **Validation.** The proposal must include a certification that the bid will remain valid for a period of **120 days** from the due date of the bid. The proposal must be signed by an authorized official and shall be a binding commitment that CTECS may incorporate, in whole or in part, by reference or otherwise, into the contract. The proposal must include evidence that the person submitting the proposal has the requisite authority to submit the proposal and subsequently enter and execute the contract.

## **V. EVALUATION OF PROPOSALS**

1. **Evaluation Process.** It is the intent of CTECS to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP.
2. **Screening Committee.** CTECS will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Proposals that fail to comply with all instructions may be rejected without further consideration. Attempts by any Proposer (or representative of any Proposer) to contact and influence any member of the Screening Committee may result in disqualification of the Proposer.
3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; and (3) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements may be deemed ineligible for further review. CTECS reserves the right to accept or reject any proposal that deviates significantly from the requirements of this RFP.
4. **Interviews.** At its discretion, the Screening Committee may interview proposers to gain additional understanding of the proposals. If the Screening Committee determines that interviews are warranted, it will contact Proposers to make an appointment. Interviews may be in-person or via video-conference at the discretion of the Screening Committee. The Screening Committee may at its option, elect to "short-list" the number of Proposers brought in for interviews based on the evaluation criteria included

in this RFP. Please note that any costs incurred to meet the requirements of this RFP are to be borne by the proposer.

**5. Evaluation Criteria.** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are confidential.

- Supported AP courses within the MSE clusters (MSE);
- Provided student recruitment strategies and tools for school administrators and counselors to increase student participation in AP courses;
- Provided high quality professional development and instructional support for teachers;
- Ability to manage virtual and/or in-person AP summer institute;
- Writing strategies for rhetorical situations;
- Instruction and in-classroom support for developing a line of reasoning and arguing ideas;
- Provided instruction and support for using apps to teach AP courses;
- Conducted Socratic seminars on Zoom and/or in-person;
- Diverse set of in-class resources with focus on people of color;
- Demonstrated ability to provide instruction and support:
  - Using appropriate annotation;
  - Using course content on the College Board website;
  - Writing a response to multiple choice exam questions;
  - Developing evidence for a reasonable response to an exam question; and
  - Assessing quantitative skills,
- Provided ongoing support to administrators on communicating information about AP coursework to parents, students, and teachers;
- Demonstrated commitment to affirmative action, workplace diversity and equal opportunity for employees;
- Results of interviews, if any.

**6. Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful Proposer is at the discretion of the Department head. All unsuccessful Proposers will be notified by e-mail or U.S. mail, at CTECS discretion, of the outcome of the evaluation and Proposer selection process.

**7. Contract Execution.** Any contract developed and executed because of this RFP is subject to the Department's contracting procedures and approval by the Office of the Attorney General. Proposals that are chosen for an award resulting from this RFP must be willing to enter into a professional services agreement with the Department under the terms and conditions appearing in Attachment F, without exception, as well as any modifications and additions CTECS determines necessary prior to execution of the contract.

## **VI. TIMELINE**

The proposal process will be governed by the following timelines:

- Deadline for Questions: August 6, 2021, 5:00 p.m.
- Answers Released on or before: August 9, 2021
- **Proposals Due:** **August 16, 2021, 5:00 p.m.**
- Bid opening: August 17, 2021, 10:00 a.m.
- Interviews, if any: August 2021
- Proposer Selection: August 2021
- Start of Contract: Sept 2021

Dates after the due date for proposals (“Proposals Due”) are target dates only. CTECS may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the Department’s RFP Web Page and State Contracting Portal.

## VII. CONDITIONS

1. This RFP is not a contract, and alone, shall not be interpreted as such. This RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a Proposer is selected, the selected proposal and this RFP may serve as the basis for the contract that will be negotiated and executed between CTECS and the selected Proposer. If the Department and the selected Proposer fail to reach agreement on all issues relative to the contract within a time determined solely by the Department, then the Department may commence and conclude contract negotiations with other Proposers.
2. Any contract awarded as a result of this RFP shall be in full compliance with the statutes and regulations of the State of Connecticut, and include the Contract Provisions required by the State. Any statutes, and/or regulations that conflict with any portion of the contract, will take precedence.
3. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP or attachments.
4. The successful proposal shall comply with all applicable State of Connecticut and CTECS policies including the SDE Ethics Policy. The chosen Proposer shall also comply with all Federal and State statutes and regulations regarding the protection of all confidential data including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and the Connecticut Student Data Privacy Act.
5. All proposals submitted in response to this RFP become the property of the State of Connecticut, and are subject to the provisions of the Connecticut Freedom of Information Act (“FOIA”), Conn. Gen. Stat. §§ 1-200 et seq. (See Section IX below.)
6. Any and all prices quoted in a proposal shall be valid for a period of 120 days from the due date of the proposal.
7. Any oral agreement between any agency or employee and a Proposer shall be superseded by the written agreement.
8. CTECS reserves the right to:
  - a. Amend, cancel or reissue this RFP;
  - b. Award in part; reject any and all proposals, in whole or in part;
  - c. Contract with one or more Proposers for services; and

- d. Correct any and all inaccuracies due to clerical error in any contract awarded.
9. The Proposer shall bear any and all costs incurred in responding to this RFP.
  10. Any contract awarded is subject to contract compliance requirements mandated by §§ 4a-60, 4a-60a, and 46a-68j of the Connecticut General Statutes. CTECS may require the Contractor to supply the following to comply with State requirements:
    - a. The Proposer's success in implementing an affirmative action plan;
    - b. The Proposer's success in developing an apprenticeship program complying with §§ 46a-68(a) to 46a-68(k) of the Connecticut General Statutes, inclusive;
    - c. The Proposer's promise to develop and implement a successful affirmative action plan; and
    - d. The Proposer's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises, where applicable. (See Conn. Gen. Stat. §§ 4a-60g – 4a-60j.)
  11. Any contract awarded shall be subject to and incorporate the Executive Orders of the Governor of the State of Connecticut.
  12. For all State contracts, as defined in Connecticut General Statutes § 9-612(g)(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 RFP expressly acknowledges receipt of the State Election 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.
  13. The award of any contract pursuant to this RFP is dependent upon the availability of funding to CTECS.
  14. CTECS reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the contract award accordingly. In addition, the Department reserves the right to re-evaluate proposals and the award of the contract in light of information either not previously known or otherwise not properly having been taken into account prior to contract award. This may include, in extreme situations, revoking the awarding of the contract already made to a Proposer and subsequently awarding the contract to another Proposer. Such action on the part of the Department shall not constitute a breach of contract since the contract with the initial Proposer would be deemed void and of no effect as if no contract ever existed between the Department and such Proposer. CTECS may waive minor irregularities found in proposals or allow the Proposer to correct them, depending upon which is in the best interest of the State. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other Proposers as determined in the discretion of CTECS.

## **VIII. INSURANCE**

A Certificate of Insurance ("Certificate"), certifying that the Proposer carries Commercial General Liability insurance, is required. An original Certificate shall be submitted to CTECS prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability



and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker's Compensation and Employer's Liability is required and must meet statutory coverage requirements prescribed by the Worker's Compensation statutes of the State of Connecticut. The Employer's Liability coverage must provide minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to CTECS and the State of Connecticut. The Proposer shall assume liability for any and all deductibles in any and all insurance policies. Contractor warrants that it will maintain in force all insurance coverage cited in this section while providing services to CTECS . The Proposer shall be required to provide proof of professional liability insurance and automobile insurance.

#### **IX. FREEDOM OF INFORMATION**

The Department is a public entity and its records including responses to this RFP, are public records. See Conn. Gen. Stat. §§ 1-200, et seq., and especially § 1-210(b)(24). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. Conn. Gen. Stat. § 1-210(b)(5). However, all materials associated with this RFP are subject to the terms of the FOIA and all applicable rules, regulations and administrative decisions. If a Proposer is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a Proposer believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with § 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Proposers should not require that their entire proposal (or a majority of the proposal) be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. CTECS 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 that is sought pursuant to a FOIA request. 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 the State of Connecticut or the Department have any liability for the disclosure of any documents or information in its possession which the Department believes are required to be disclosed pursuant to FOIA or other requirements of law.

**CONTRACT  
PROPOSAL**

Connecticut Technical Education and  
Career System

39 Woodland Street  
Hartford, CT 06105-2337

**THIS FORM MUST BE  
RETURNED WITH  
PROPOSAL**

Please read carefully

RFP NUMBER <b>22-070001</b>	DATE OF OPENING <b>August 17, 2021</b>	TIME OF OPENING <b>10:00 a.m</b>	AMOUNT OF SURETY (if required) <b>- None -</b>	DATE ISSUED <b>07/26/21</b>
COMMODITY CLASS/SUBCLASS AND DESCRIPTION <b>Supportive Consulting Services</b>			PRE-BID SITE VISIT:	
CONTACT: <b>Susan Minicucci</b>		E-MAIL: <b>i susan.minicucci@cttech.org</b>		
FOR <b>CSDE/ CTECS</b>			CONTRACT PERIOD: <b>To be determined</b>	

**REQUEST FOR PROPOSAL**

Pursuant to the provisions of Sections 4-8, 4-217 of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED by the Finance Department of CT Tech'l Educ and Career System for furnishing the services herein listed.

**AFFIRMATION OF PROPOSER**

The undersigned affirms and declares:

- That this proposal is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
- That should any part of this proposal be accepted in writing by the Board within one hundred twenty (120) calendar days from the date of opening unless an earlier date for acceptance is specified in proposal schedule, said proposer will furnish and deliver the commodities and / or services for which this proposal is made, at the rates offered and fee schedule proposed, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred twenty (120) days or an earlier date specified in proposal schedule, such award shall be conditioned upon proposer's acceptance.

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

SIGNATURE WHEN PROPOSER IS AN INDIVIDUAL	TYPE OR PRINT NAME OF INDIVIDUAL		DOING BUSINESS AS (Trade Name)				
	BUSINESS ADDRESS	STREET	CITY	STATE	ZIP CODE		
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS PROPOSAL		SOCIAL SECURITY NUMBER		DATE EXECUTED		
	TYPEWRITTEN NAME			TELEPHONE NUMBER			
SIGNATURE WHEN PROPOSER IS A FIRM	NAME (Type or print names of all partners)		TITLE	NAME	TITLE		
	NAME		TITLE	NAME	TITLE		
	DOING BUSINESS AS (Trade Name)		BUSINESS ADDRESS	STREET	CITY	STATE	ZIP CODE
	WRITTEN SIGNATURE OF PARTNER SIGNING THIS PROPOSAL		F.E.I. NUMBER		DATE EXECUTED		
	TYPEWRITTEN NAME			TELEPHONE NUMBER			
SIGNATURE WHEN PROPOSER IS A CORPORATION	FULL NAME OF CORPORATION				INCORPORATED IN WHAT STATE		
	BUSINESS ADDRESS	STREET	CITY	STATE	ZIP CODE	F.E.I. NUMBER	
	PRESIDENT		SECRETARY		TREASURER		
	WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE CORPORATION				TITLE		
	TYPEWRITTEN NAME			TELEPHONE NUMBER		DATE EXECUTED	
FOR ALL PROPOSERS	NAME AND TITLE OF INDIVIDUAL TO CONTACT CONCERNING THE PROPOSAL			E-MAIL		TELEPHONE	



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court or Notary Public

My Commission Expires



# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 1 of 3



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

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

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

# SEEC FORM 10

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## DEFINITIONS

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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 under this chapter, (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, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

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

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

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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

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

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"



# STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

**Check One:**

**Initial Certification**

**Updated Certification because of change of information contained in the most recently filed certification**

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

**I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.**

**All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:**

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



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

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

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

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

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

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

\_\_\_\_\_ **My Commission Expires**

