

# Capitol Region Council of Governments (CRCOG)

## REQUEST FOR PROPOSALS:

### Regional Municipal Employment Applicant Tracking Portal

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#### Proposal Deadline

SUBMITTALS MUST BE RECEIVED BY:

Friday, December 9, 2016, 2:00 p.m. EST

#### Submit Proposals to:

Capitol Region Council of Governments

241 Main Street, Fourth Floor

Hartford, CT 06106

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## CAPITOL REGION COUNCIL OF GOVERNMENTS

### REQUEST FOR PROPOSALS: REGIONAL MUNICIPAL EMPLOYMENT APPLICANT TRACKING PORTAL

#### I. INTENT

The Capitol Region Council of Governments (CRCOG) seeks proposals from qualified and experienced vendors to develop a Regional Municipal Employment Applicant Tracking Portal in support of the agency's Human Resources Portal Demonstration Project.

It is CRCOG's intent to award a contract in January 2017. The portal is anticipated to be established and operational by March 31, 2017 for an initial set of pilot municipalities. Additional municipalities may be added to the portal over time.

#### II. BACKGROUND INFORMATION

The Connecticut General Assembly approved funding in FY 2014-2015 for Nutmeg Network Demonstration Projects based on the work of the Municipal Opportunities for Regional Efficiencies (M.O.R.E.) Commission. As part of this appropriation and pursuant to Section 229 of PA 14-217, the Office of Policy and Management awarded the Capitol Region Council of Governments a Nutmeg Network demonstration grant to develop an **online portal for human resources** to be used by local governments. Said portal shall, at a minimum, include municipal wage and classification information and other human resources templates. All related work shall be carried out by CRCOG, in partnership with the Connecticut Center for Advanced Technology (CCAT) and any hired consultants/subcontractors thereof.

Nine communities, including Columbia, Danbury, Hebron, Manchester, Milford, Prospect, South Windsor, Southington and Windsor Locks, were selected to serve as pilot towns via the grant. Collectively, they represent a diverse body of municipalities (in terms of geography, population, form of government, staff size, degree of system automation and level of HR sophistication). A steering committee representing these pilot communities has been, and will continue to be, charged with providing overall direction to the project.

Broadly, the HR Portal Demonstration project as a whole will focus on leveraging best practices and developing tools to automate HR processes in support of increasing operating efficiencies at the local level. For more information on the HR Portal project, please visit our website at <http://crocog.org/municipal-services/hr-portal/>

#### III. SCOPE OF WORK

The selected vendor will develop and implement a comprehensive applicant tracking system for general municipal employees, to include a regional, central job posting site for municipal governments in Connecticut and customized "back end" systems for each participating municipality to manage the applicant review and tracking system in accordance with that municipality's work flows for applicant tracking.

The vision of the project is to create, over time, a nearly paper-free system that will allow Connecticut municipalities to efficiently manage their employee recruitment and selection processes, where:

- The system provides a central site where all municipal jobs may be listed and accessed by potential applicants.
- Applicants may create a central account, and information in that account can be used to apply for multiple jobs over time.
- For each participating municipality, the system back end will support all phases of the applicant screening process including requisition, advertisement, acceptance and screening of applications, evaluating and interviewing applicants.

It is anticipated that the initial system will be established for between four and eight municipal governments, and that additional Connecticut cities and towns will join over time.

#### **IV. MINIMUM QUALIFICATIONS**

The following minimum qualifications must be present for an individual/firm to be considered for award of a contract under this RFP:

1. All required licensures, registrations and certifications to do business in the State of Connecticut.
2. Verifiable experience developing products of similar size and scope and for other public entities and/or consortia.

#### **V. SUBMISSION REQUIREMENTS**

Sealed proposals, addressed to Hedy Ayers, Special Projects Manager, Capitol Region Council of Governments, 241 Main Street, 4th Floor, Hartford, Connecticut 06106, must be received **no later than, 2:00 p.m. E.S.T., Friday, December 9, 2016**. Responses received after the above-specified deadline will be rejected. Envelopes must be clearly marked **Regional Municipal Employment Applicant Tracking Portal** to ensure that they are recorded in connection with the correct solicitation. The Capitol Region Council of Governments will not be liable in any way for any costs incurred by respondents in replying to this request. This RFP is not a contract offer and no contract will exist unless and until a written contract is signed by CRCOG and the successful proposer.

Respondents are asked to include one complete hard copy of their proposal with original signatures, and three additional hardcopies. In addition, the applicant should submit an electronic version of the proposal on CD or flash drive. The electronic proposal should be in three files only:

1. Narrative response (one file in PDF format)
2. Functional requirements matrix (one file in Excel format)
3. Fee proposal (one file in Excel format)

Note that the submission of any response indicates acceptance by the respondent of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in resulting contracts.

## VI. PROPOSAL FORMAT

Response should include, at a minimum, the following information in the order requested.

### I. Narrative Response

- **Letter of Transmittal.** To include a statement by the respondent accepting all terms, conditions, and requirements contained in the RFP. The firm's name and a contact person, along with their mailing address, telephone number, fax number, email address and website address, shall also be provided.
- **Company Background.** A description of the age, history, ownership and mission of the firm.
- **Relevant Experience and References.** A detailed description of similar public sector projects completed within the last five years. Highlight experience developing, implementing, and maintaining applicant tracking software systems for governmental organizations. If applicable, also include specific examples of how your firm has successfully customized solutions to serve the unique needs of regional cooperatives. Include a list of at least five (5) references for similar work performed in the last five years. For each reference provided, include the agency name, contact person, telephone number, email address and scope of services performed, as well as the website address for their applicant tracking system.
- **Project Understanding/Approach to Provide Requested Services.** Describe your understanding of the scope of services required (see Section III. above) and your firm's ability to provide the system as described.

The approach should also include an overview of the system's technical requirements and specifications, including whether the system is cloud-hosted or client-hosted (CRCOG is willing to consider both), provisions for backup and data recovery, maintenance procedures, anticipated downtime, and security measures to protect unauthorized access to the system and the data it houses.

Please also attach any spec/information sheets and marketing materials.

- **Project Team.** A list of all personnel who will be assigned to service the CRCOG contract. Please describe the roles and responsibilities of each team member, including who will be the lead and primary contact.
- **Implementation Plan and Project Schedule.** Please include in your proposal an implementation plan and project schedule for creation of the initial "pilot" site to include the internet front end and at least one pilot community. Please also describe the process used to add communities to the tracking portal over time, including how users and work-flows are set up and customized for individual municipalities. The plan should include the following:

- a. System design.
  - b. Regional portal (front end) set-up.
  - c. Back-end set up for individual municipality (ies). Note that the “pilot” phase of the project will likely involve between 4 and 8 municipalities but that additional municipalities may be added to the system over time.
  - d. System testing and acceptance.
  - e. Training.
  - f. Go-live.
  - g. Support and maintenance.
- **Contract terms.** Please describe the desired terms of any contract, including length of term, cancellation policy, and any restrictions on system use.
  - **Insurance.** All respondents are required to submit, **with their responses**, a copy of the cover sheet from their insurance policy(ies) (or an equivalent piece of documentation) which demonstrates the firm’s current coverages and limits for General Liability, Automobile Liability, Professional Liability and Worker’s Compensation Insurance as appropriate for the project work required herein.
  - **Response Page.** See ATTACHMENT A.
  - **Non-Collusion Statement.** See ATTACHMENT B.
  - **Proposed Subcontractors.** The successful respondent will assume sole responsibility for the complete project as required in this RFP. CRCOG will consider only one individual/firm/company as the sole point of contact with regard to contract matters, whether or not subcontractors are used for one or more parts of this project. Respondents who intend to subcontract one or more elements of this project to other firms/individuals shall identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the respondent’s statement of qualifications. Subcontractors may not be substituted, nor any portions of the contract assigned to other parties, after contract award without the written consent of CRCOG.

The successful respondent may utilize the services of specialty subcontractors on those portions of the work that under normal contracting practices are performed by specialty subcontractors. The successful respondent shall be fully responsible to the Capitol Region Council of Governments for the performance, finished products, acts, and omissions of its subcontractors and persons directly or indirectly employed thereby. CRCOG will not pay an administration fee to the prime contractor for any subcontracted work.

- II. **Functional Requirements Matrix.** See ATTACHMENT C. **The respondent should complete the provided Excel spreadsheet to indicate what technical requirements are available with the proposed system.** Note that the Software Capability column includes the following drop down choices: *Currently Available, Will Be Available, Can Be Customized and Not Available.* Respondents are encouraged to use the

Comments/Alternative Solution column to provide further explanation concerning options marked *Will Be Available* and *Can Be Customized*, as well as to note any comments/additional information/alternative solutions that will aid the Committee in evaluating your product offering.

**III. Fee Proposal. See ATTACHMENT D. The respondent should use the provided Excel spreadsheet to prepare a fee proposal.** The fee proposal shall include all costs associated with the delivery and provision of finished product(s), and costs associated with maintaining the portal over time.

CRCOG reserves the right to negotiate fees and project scope with the successful respondent if it is deemed to be in the agency's best interest. All proposals submitted shall be considered valid for at least one hundred and twenty (120) days from the opening date.

## VII. EVALUATION PROCESS

A Selection Committee, comprised of CRCOG staff and members of the HR pilot group, will be charged with evaluating the proposals submitted and will request system demonstrations from select candidates. At its sole discretion, the Committee reserves the right to request additional clarifying information, to conduct interviews with any finalists and to negotiate pricing and service proposals when such action is in the agency's best interest.

The Selection Committee will recommend a firm for approval by CRCOG's Policy Board. The recommendation will be based on the following:

- Understanding of Desired Scope of Work and Proposed Approach
- Proven, Relevant Experience of the Firm
- Experience, Expertise and Qualifications of Personnel to be Assigned
- References and Feedback from Clients
- Fee Proposal
- System Demonstrations

It is expected that a consultant will be selected in mid-January and that work shall commence in late January/early February upon successful negotiation of a contract.

## VIII. QUESTIONS

Questions should be directed in writing to Hedy Ayers, Special Projects Manager, to [hayers@crcog.org](mailto:hayers@crcog.org). All questions shall have the following in the subject line: **Questions: Regional Municipal Employment Applicant Tracking Portal.**

No oral interpretations shall be made to any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing to the email address listed above. To receive consideration, such questions must be received **by 10:00 a.m. E.S.T. on Thursday, November 17, 2016.**

The Special Projects Manager will arrange as addenda, which shall be made a part of this Request for Proposals and any resulting contracts, all questions received as above provided and the decisions regarding each. The questions and responses and any additional clarifications shall be posted **no later than Monday, November 21, 2016** to CRCOG's website, located at [www.crcog.org](http://www.crcog.org). **It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the agency's website.**

## **IX. PROCUREMENT SCHEDULE: SUMMARY OF KEY DATES**

The following schedule has been prepared for this RFP process. Note that project constraints may cause the evaluation and selection related dates below to change.

|  |   |
|--|---|
| RFP Release Date:                      | <b>Thursday, November 10, 2016</b>                              |
| RFP Questions Due to CRCOG:            | <b>Thursday, November 17, 2016 by 10:00 am</b>                  |
| Answers/Addendum Posted:               | <b>Monday, November 21, 2016</b>                                |
| Proposals Due:                         | <b>Friday, December 9, 2016 at 2:00 pm</b>                      |
| System Demonstrations/Interviews:      | <b>Weeks of January 2<sup>nd</sup> and 9<sup>th</sup>, 2017</b> |
| Notification of Successful Respondent: | <b>Mid-January 2017</b>   |
| CRCOG Board Consideration:             | <b>January 2017</b>   |

## **X. ADDITIONAL TERMS AND CONDITIONS**

### **Compliance with Applicable Laws**

The successful consultant shall comply with all applicable federal, state and local laws and regulations.

### **Grant Funding**

Work performed as part of this contract will be funded by a grant from the Connecticut Office of Policy and Management. All terms and conditions contained in the grant award apply to this project and the consultant selected to carry it out. See Attachment E. The awarding of a contract for this project is contingent upon continued funding from this grant.

### **Ownership of Proposals/Freedom of Information**

All proposals submitted in response to this RFP are to be the sole property of CRCOG and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information). Reports and materials developed by the successful respondent under a contract that may result from this RFP are considered public information and may not be copyrighted.

Copies of information resulting from this RFP are generally not available until a contract has been formally awarded. Please note that financial statements or other similar information submitted with such response may remain confidential, to the extent permitted by law, if provided in a separate envelope clearly marked "Confidential".

### **Incurred Costs**

This Request for Proposals does not commit the Capitol Region Council of Governments to award a contract or to pay any costs incurred in the preparation of a response to this request. The

Capitol Region Council of Governments will not be liable in any way for any costs incurred by respondents in replying to this RFP.

### **Severability**

If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

### **Oral Presentation**

Respondents who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Capitol Region Council of Governments. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. The Capitol Region Council of Governments will schedule the time and location of these presentations. Oral presentations are an option of the Capitol Region Council of Governments and may or may not be conducted.

### **Subcontracting**

The successful respondent may utilize the services of specialty subcontractors on those portions of the work that under normal contracting practices are performed by specialty subcontractors. The successful respondent shall not award any portion of the work to a subcontractor without **prior written approval** of the Capitol Region Council of Governments. The acceptance of any and all subcontractors shall reside with the Capitol Region Council of Governments, and the Capitol Region Council of Governments decision shall be final. The successful respondent shall be fully responsible to the Capitol Region Council of Governments for the performance, finished products, acts, and omissions of his subcontractors and persons directly or indirectly employed thereby.

### **Assigning/Transferring of Agreement**

Any successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from the Capitol Region Council of Governments.

### **Amending or Canceling Request**

CRCOG reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in its best interest to do so.

### **Waiver of Informalities**

The Capitol Region Council of Governments reserves the right to accept or reject any and all responses to this Request for Proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in its best interest.

### **Collusion**

By submitting a proposal, the respondent implicitly states: that his/her proposal has not been made in connection with any other competing respondent submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the respondent did not participate in the RFP development process, had no knowledge of the specific contents of the RFP before its issuance, and that no employee of CRCOG either directly or indirectly assisted in the vendor's proposal preparation.

## **Termination**

CRCOG may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default or negligence on the part of the selected respondent; or if the selected respondent fails, in the opinion of CRCOG, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of CRCOG.

## **Ethics**

The conduct of any contracted consultant shall be subject to the CRCOG Ethics Policy (found online at: <http://crcog.org/rfprfq/>).

## **Affirmative Action**

CRCOG is an affirmative action-equal opportunity employer in accordance with regulations adopted by the State Commission on Human Rights and Opportunities, and requires an affirmative action policy from all contractors and vendors as a condition of doing business with CRCOG, as per Federal Order 11246. By signing the proposal sheet for this bid, all vendors and contractors agree to this condition of doing business with CRCOG and should CRCOG choose to audit their compliance, the respondent agrees to cooperate fully.

## **Insurance Requirements**

The consultant shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of an Agreement. Failure to maintain insurance coverage as required and to name the Capitol Region Council of Governments and CRCOG member municipalities as the Additional Insured will be grounds for termination of the contract. In addition:

- A. The insurance requirements shall apply to all subcontractors and/or consultants.
- B. All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.
- C. Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
- D. All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- E. Each certificate shall contain a 30 day notice of cancellation.
- F. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-" policy holders rating according to Best Publications latest edition Key Rating Guide.

Required insurance coverage:

- A. **Comprehensive General Liability**, including Contractual Liability as applicable, with limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$2,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$2,000,000 property damage aggregate per policy year. All, if any, deductibles are the sole responsibility of the consultant to pay and/or indemnify.
- B. **Automobile Liability Insurance** including non-owned and hired vehicles in the same

limits as indicated in Section 1, above.

- C. **Workers' Compensation Insurance** at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- D. **Excess Liability Umbrella Form** over sections 2.a, 2.b and 2.c--Employers' Liability with limits up to \$4,000,000.
- E. The Capitol Region Council of Governments and CRCOG member municipalities shall be named as an Additional Insured as their interest may appear on the appropriate coverage in sections 2.a, 2.b and 2.c--Employers' Liability and 2.d in the section reserved for comments on the ACORD Form insurance certificate.
- F. **Professional Liability Insurance** with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for two years following the completion of the contract at the consultant's cost.

### **Hold Harmless and Indemnification**

In addition to its obligation to provide insurance as specified above, the consultant, its subcontractors, agents and assigns shall indemnify and hold harmless the Capitol Region Council of Governments and its member municipalities, including but not limited to, its elected officials, and its officers, from any and all claims made against the CRCOG, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the consultant during the consultant's performance of this Agreement or any other Agreements of the consultant entered into by reason thereof. CRCOG agrees to give the consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

### **Additional Terms and Conditions**

1. The firm assigns to CRCOG all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the consultant is awarded the contract.
2. The firm agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The firm also agrees that it will hold CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities from any action which may arise out of any act by the firm concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.
3. The contract arising from the RFP is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of P.A. 91-58 Nondiscrimination Regarding Sexual Orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.
4. The contract arising from the RFP may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function

shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes. Incorporated by reference into the resulting contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

**ATTACHMENT A: RESPONSE PAGE**

Capitol Region Council of  
Governments  
REQUEST FOR PROPOSALS

DATE ADVERTISED:  
Thursday, November 10, 2016

DATE / TIME DUE:  
Friday, December 9,  
2016 at 2:00 PM

NAME OF PROPOSAL

CRCOG Regional Municipal Employment  
Applicant Tracking Portal

\_\_\_\_\_  
Type or Print Name of Individual

\_\_\_\_\_  
Doing Business as (Trade Name)

\_\_\_\_\_  
Signature of Individual

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number / Fax Number

\_\_\_\_\_  
E-mail Address/Website

\_\_\_\_\_  
SS # or TIN#

**ATTACHMENT B: CAPITOL REGION COUNCIL OF GOVERNMENTS EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY/FEMALE BUSINESS ENTERPRISE CERTIFICATION FORM**

The undersigned certifies that \_\_\_\_\_ is an

(Name of Company)

Equal Opportunity Employer and is in compliance with federal and State rules and regulations pertaining to Equal Employment Opportunity and Affirmative Action.

\_\_\_\_\_

(Respondent's Signature)

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IF APPLICABLE:

The undersigned also certifies that \_\_\_\_\_

(Name of Company)

is a Minority/Female Business Enterprise and is in compliance with federal and state rules and regulations pertaining to Minority/Female Business Enterprise designations.

\_\_\_\_\_

(Respondent's Signature)

\_\_\_\_\_ (Today's Date)

**OFFICE OF POLICY AND MANAGEMENT  
Intergovernmental Policy Division  
450 CAPITOL AVENUE  
MS #54 ORG  
HARTFORD, CT 06106**

**GENERAL GRANT CONDITIONS**

**SECTION 1: Use of Grant Funds.**

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

**SECTION 2: Fiscal Control.**

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

**SECTION 3: Retention of Records and Records Accessibility.**

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

OPM 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 Grantee or its subcontractors or subgrantees 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. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee 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 or subgrant and shall make them available for inspection and audit by OPM or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

**SECTION 4: Insurance.**

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

**SECTION 6: Reports.**

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

**SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

**SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.2 The Grantee 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee 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 the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee 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 Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee'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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "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.

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by

regulations or orders of the Commission on Human Rights and Opportunities. The Grantee 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 Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee 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.

11.11 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "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, "Grant" does not include a grant where each grantee 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).

#### **SECTION 12: Executive Orders.**

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. 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. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

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

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

#### **SECTION 14: Independent Contractor.**

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or

entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

**SECTION 15: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

**SECTION 16: Non-Supplanting.**

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

**SECTION 18: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

**SECTION 19: 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 affidavit, 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 affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee 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 grant 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.

**SECTION 21: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes 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 A.

**SECTION 22: Non-Discrimination Certification.**

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee 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 Grantee.

**SECTION 23: Additional Restrictions on Use of Federal Funds.**

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

**SECTION 24: Iran Certification.**

Effective October 1, 2013, this certification must accompany any large state contract. When submitting your bid or proposal, or, if there was no bid process, prior to executing a contract, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this certification, a "foreign corporation" is one that is organized and incorporated outside the United States of America. "Large state contract" has the same meaning as provided in section 4-250 of the Connecticut General Statutes.

**SECTION 25: Forum and Choice of Law.**

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**SECTION 26: Special Grant Conditions.**

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

## ATTACHMENT A

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

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, 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 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.

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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.

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 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 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.

"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.