



Dear Interested Party:

Date: November 20, 2023

REQUEST FOR QUALIFICATIONS FOR SINGLE FAMILY REAL ESTATE BROKERAGE SERVICES

The Connecticut Housing Finance Authority ("CHFA") requests written qualifications for single-family real estate brokerage services from licensed and qualified real estate brokerage firms. CHFA will not reimburse for any expenses incurred in connection with this Request for Qualifications ("RFQ") including, but not limited to, the cost of preparing the initial response and any additional information requested or travel expenses relating to any oral presentation. Please be advised that responses will be considered property of CHFA, are matters of public record, and may be disclosed by CHFA after the awarding of a contract.

OVERVIEW

CHFA, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, was created in 1969 and operates pursuant to Chapter 134 of the Connecticut General Statutes, as amended. CHFA's purpose is to help alleviate the shortage of affordable housing for low and moderate-income families and persons in Connecticut by providing single family mortgages, financing for rental housing, and mortgages for the purchase, development and construction of housing.

For additional information about CHFA, please reference CHFA's website at www.chfa.org.

SCOPE OF SERVICES

CHFA is seeking the services of licensed and qualified real estate brokerage firms to list, for sale, real estate owned single family properties acquired by CHFA through the State of Connecticut judicial foreclosure process (each an "REO"). The selected brokers must be participants of the Multiple Listing Services (MLS). Selected brokers will receive individual listing assignments under a master listing agreement with the selected broker's firm. Listing assignments will be issued by CHFA, at its sole discretion. Brokers will be required to provide a broker opinion of value along with a marketing plan within seven (7) days of receiving a new listing assignment. Each listing engagement will be for a period of three (3) months. Each selected real estate broker will be expected to execute a three-year contract with CHFA in substantially the form of the attached **Exhibit B**. All selected brokers will be required to sign an Exclusive Right to Sell/Listing Agreement in substantially the form of **Exhibit C** and, **Schedule**

1 for each individual property listed. All responses must be submitted on the attached form provided by CHFA.

EVALUATION CRITERIA

Firms will be evaluated on the basis of their written responses to this RFQ, additional written information as requested by CHFA and oral interviews, if any, including, but not limited to, the following criteria:

- REO sales experience of the firm
- Qualifications of personnel
- Organization and approach
- Fees
- Commitment to Affirmative Action and/or Diversity, Equity, and Inclusion
- Connecticut presence
- Absence of conflicts or potential conflicts
- Location/geographic area

CHFA may select multiple firms for the services described herein. No selected firm is guaranteed or ensured any number of contracts or proportion of business.

REQUESTED INFORMATION

All firms must address the following issues and questions:

1. Provide a brief description of your firm, its history, and main areas of business. Indicate the total number of staff and the team available to CHFA.
2. Provide a summary of the key strengths and qualifications of your firm to sell REO and occasionally distressed properties. *(Your response to this question should not exceed one page).*
3. Describe your presence in Connecticut, if any, including corporate existence in Connecticut, whether formed in Connecticut or authorized to do business in the state. This may include, but not be limited to, information on the number of offices your firm maintains in Connecticut, the location of such offices, the number of Connecticut residents employed in those offices, and payroll and corporate taxes paid in Connecticut. If your firm currently is not registered with the Connecticut Secretary of State, please indicate whether your firm will register if your firm is awarded this contract.
4. Include any participation by your firm in any civic or other non-profit activities, including any charitable contributions that your firm made in Connecticut.

5. Provide a brief summary of the professional background of any individuals who would be assigned to work with CHFA. Please indicate their probable areas of responsibility and the percentage of their time which would be available to service CHFA's account.
6. Describe the type of marketing CHFA can expect on its properties listed with your firm to maximize marketing awareness (e.g., frequency of open houses, print and/or electronic media, etc.)
7. Provide, in tabular form, information on the employee composition of your firm indicating the total number of employees and the total number and percentages of minorities and women employed and their titles.
8. Submit specific information regarding your firm's commitment to Affirmative Action and/or Diversity, Equity, and Inclusion. Please include, at a minimum, policies and practices, including but not limited to hiring practices, and any information that would demonstrate your firm's commitment to expanding diversity in the workplace, including recruiting initiatives, retention and promotion efforts and ongoing assessment of your firm's progress with respect to underrepresented groups (e.g., in terms of ethnicity, gender, sexual orientation, disability, etc.). Please include your firm's most recent EEO-1 report if required to file.
9. Describe your firm's commitment to diversity, education, and training of the next generation of workers in your field.
10. Does your firm have a written policy, program, or initiatives to foster business relationships with the underrepresented groups? If so, please provide details of the program and the percentage of business conducted with those groups.
11. Describe any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine inquiries or investigations relating to you, your firm, or any of your affiliates, including any proceedings to which you, your firm, your affiliates or any of their respective officers, directors or employees are a named party or of which any of such has been the focus, that have occurred in the last three (3) years or that are currently threatened, including whether you, your firm, or any of your affiliates, or their respective officers, directors or employees have been censured by any regulatory body. Describe any such circumstances and advise whether these investigations or proceedings will affect you or your firm's ability to complete the proposed transaction and perform the services in this RFQ.
12. Describe whether you foresee any potential conflicts of interest arising from providing real estate broker services to CHFA. If so, describe how your firm would address potential conflicts of interest.

13. Has your firm ever been removed from an account prior to the expiration of its contract (i.e., been fired)? If so, please explain. If you wish, list the name of a third party with whom the Authority could discuss this termination.
14. Describe your firm's knowledge of and past experience with CHFA.
15. Please provide as references a minimum of three clients for whom your firm has provided similar and substantial services. Please include the name of the person to contact, his or her phone number and email address. Please include as references any State of Connecticut agencies or departments that have engaged your firm to perform services.
16. Selected persons or firms must comply with CHFA and State Ethics requirements, laws and regulations. Persons or firms seeking to do business with CHFA are required to comply with the ethics statement, attached hereto on **Exhibit E**, and the applicable provisions of the Code of Ethics and Code of Ethics for Lobbyists incorporated therein by reference.
17. An authorized signatory of any firm submitting qualifications is required to execute and submit with the qualification and with any contract awarded in accordance herewith all applicable representations and certifications set forth on **Exhibit A**, attached hereto and made a part hereof, regarding:

- Whistleblowing; Connecticut General Statutes §4-61dd
- Gift and Campaign Contributions; Connecticut General Statutes §4-252
- Entities Making Investments in Iran; Connecticut General Statutes §4-252a
- Nondiscrimination; Connecticut General Statutes §4a-60 & Connecticut General Statutes §4a-60a
- Consulting Agreements; Connecticut General Statutes §4a-81
- Campaign Financing Contributions; Connecticut General Statutes §9-612
- Occupational Safety & Health; Connecticut General Statutes §31-57b

All of the above are attached and incorporated herein on **Exhibit E**.

18. Provide a copy of your Connecticut Real Estate Broker License.
19. Describe your proposed Real Estate Brokerage Services' fee structure, including the compensation of co-brokers when applicable.

FREEDOM OF INFORMATION ACT

Please be advised that all information submitted in a qualification or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act, as amended and judicially interpreted. If a firm believes that its response contains financial, trade secrets or other data that it claims should not be public (“Confidential Information”), the firm must identify specifically the pages and portions of its qualification or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. An entire response marked Confidential Information will not be accepted. If CHFA receives a request for an applicant’s Confidential Information, it will use its best efforts to notify the firm of such request and provide the applicant with a copy of any written disclosure request, *provided*, CHFA will not be liable to the firm or any other party for any failure to act as described herein. The firm may provide written consent to the disclosure or may object to the disclosure by notifying CHFA in writing, identifying in the notice the basis for its objection, including the appropriate statutory exemption(s) from disclosure. The firm shall be responsible for defending any complaint brought in connection with the nondisclosure, including, but not limited to, appearing before the Freedom of Information Commission, providing witnesses and documents as appropriate, and for payment of CHFA’s costs and expenses, including attorney fees.

SUBMISSION OF RESPONSES

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

1. All inquiries should be directed to Shelly Mondo at RFP.RFQ@chfa.org no later than **December 11, 2023**. Firms submitting a qualification should not contact members of the CHFA’s Board of Directors or CHFA staff, which may be grounds for elimination from consideration.
2. The entire response must not exceed 20 single-sided pages, exclusive of cover letter and exhibits.
3. Submissions must be sent electronically (not to exceed 25 MB) to RFP.RFQ@chfa.org no later than **4:00 p.m. on Friday, December 29, 2023**. *Faxed responses will not be considered.*
4. Responses must include a cover letter signed by an individual authorized to enter into an agreement with CHFA on behalf of the firm which shall specify that the firm is responding to the RFQ for SF Real Estate Brokers. Please also remember to include completed **Exhibit A (Representations and Certifications) and Exhibit D (OPM Form 1 and SEEC Form 10)**.
5. Selected firms must comply with all state and federal laws applicable to CHFA including, but not limited to, ethics requirements, laws, procedures, and regulations and must execute CHFA statutory provisions, certifications and affidavits attached hereto.

CHFA reserves the right to:

- a. Reject any and all qualifications received in response to this request;
- b. Modify the proposed Scope of Services at its discretion;
- c. Negotiate the fees contained in any qualification;
- d. Waive or modify any irregularities in responses received;
- e. Award contracts in any manner necessary to serve the best interest of CHFA and the State of Connecticut, without obligation to accept a response based upon the lowest fee schedule; and
- f. Request additional information as determined necessary or request some or all firms responding to make oral presentations.

Each approved firm will execute a contract satisfactory to CHFA and will agree that it will comply with the provisions of Connecticut General Statutes applicable to contracts with CHFA including, but not limited to, nondiscrimination and affirmative action provisions. Selected firms will also be required to provide evidence of the firm's general liability, auto, workers' compensation, umbrella and professional liability insurance in the amounts listed on **Exhibit E**. Failure to comply with the requirements of this RFQ may result in CHFA's rejection of a qualification.

Thank you for your interest in the Connecticut Housing Finance Authority.

*The Connecticut Housing Finance Authority is
an Affirmative Action/Equal Opportunity Employer.*

Exhibit A
Representations and Certifications

Request for Qualifications: SF Real Estate Brokers

Proposer: _____

Submission Date: _____, 2023

Ethics. Proposer hereby acknowledges receipt of the CHFA Ethics Statement and hereby represents, warrant and certifies to CHFA that throughout the term of any contract or agreement awarded in connection with the Request for Proposal, the Proposer will comply with the applicable requirements of Chapter 10 of the Connecticut General Statutes, as amended.

Investment Services Third Party Fees; Connecticut General Statutes §3-13j. **Intentionally Omitted.**

Whistleblowing; Connecticut General Statutes §4-61dd. Proposer hereby represents, warrants and certifies to CHFA that throughout the term of any contract or agreement awarded in connection with the Request for Proposal, Proposer will comply with the requirements of Connecticut General Statutes §4-61dd, as amended.

Gift and Campaign Contributions; Connecticut General Statutes §4-252. ***Notice: CHFA shall not award or enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §4-252.*** Proposer hereby represents, warrants and certifies to CHFA that:

(1) no gifts were made by: (A) Proposer, (B) any principals and key personnel of Proposer, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of Proposer or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts to (i) any public official or employee of CHFA soliciting bids or proposals for a contract, who participates substantially in preparation of bid solicitations or requests for proposals for a contract or the negotiation or award of a contract, or (ii) any public official or state employee of any other state agency who has supervisory or appointing authority over CHFA;

(2) no such principals and key personnel of Proposer or agent of Proposer or principals and key personnel, knows of any action by Proposer to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of Proposer to provide a gift to any such public official or state employee; and

(3) Proposer is submitting bids or proposals without fraud or collusion with any person.

Entities Making Investments in Iran; Connecticut General Statutes §4-252a. Proposer hereby represents, warrants and certifies to CHFA that Proposer has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 and Proposer has not increased or renewed such investment on or after said date. **Notice: CHFA shall not enter into any contract or agreement with Proposer if Proposer fails to make and comply with the certification requirements set forth in Connecticut General Statutes §4-252a.**

Nondiscrimination; Connecticut General Statutes §4a-60 & Connecticut General Statutes §4a-60a. Proposer hereby represents, warrants and certifies to CHFA that the Proposer has a policy in place that complies with, and will remain in compliance with throughout the term of any contract or agreement awarded in connection with the Request for Proposal, the nondiscrimination agreements and warranties set forth in Connecticut General Statutes §4a-60(a)(1) and §4a-60a(a)(1), as amended.

The authorized signatory of Proposer confirms, acknowledges and demonstrates their understanding of the obligations set forth in Connecticut General Statutes §4a-60 & §4a-60a by initialing here:

Print Name: _____ Initials: _____

CHFA shall not award or enter into any contract or agreement with Proposer if Proposer has not included the nondiscrimination affirmation provision in the contract and otherwise complied with the requirements set forth in Connecticut General Statutes §4a-60 & §4a-60a.

Consulting Agreements; Connecticut General Statutes §4a-81. **Notice: CHFA shall not enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §4a-81.** Proposer hereby represents, warrants and certifies to CHFA that, to the extent any agreement or contract awarded in connection with the Request for Proposal has a total value of fifty thousand dollars or more in any calendar or fiscal year, no consulting agreement (as such term is defined in Connecticut General Statutes §4a-81(b)*) has been entered into in connection with such agreement or contract, except as follows:

(PLEASE CHECK APPROPRIATE BOX)

No Consulting Agreements

OR

Itemized Consulting Agreements, as follows:

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

- 1. _____
- 2. _____
- 3. _____

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

Campaign Financing Contributions; Connecticut General Statutes §9-612(f) & (g).

Proposer has delivered to CHFA a completed SEEC Form 10 Notice in accordance with Connecticut General Statutes §9-612(g)(1), a copy of which can be obtained at the following internet link: https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf

Proposer hereby represents, warrants and certifies to CHFA:

(1) that Proposer has received a copy of the written notice advising state contractors and prospective state contractors of the contribution and solicitation prohibitions set forth in Connecticut General Statutes §9-612(f)(2)(A) & (B);

(2) that the Proposer has not made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office 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 violation of Connecticut General Statutes §9-612(f)(2)(A) & (B) without mitigating circumstances having been found to exist concerning such violation; and

(3) Proposer’s chief executive officer or authorized signatory of this Request for Proposal submission has completed and delivered to CHFA the State of Connecticut Campaign Contribution Certification in accordance with Connecticut General Statutes §9-612, set forth on **Exhibit D**, attached hereto and made a part hereof.

Notice: CHFA shall not enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §9-612.

Occupational Safety & Health; Connecticut General Statutes §31-57b. Proposer hereby represents, warrants and certifies to CHFA that Proposer is not in violation of, is in compliance with, and will remain in compliance with the requirements set forth in Connecticut General Statutes §31-57b throughout the term of any contract or agreement awarded in connection with the Request for Proposal.

Notice: All representations, warranties and disclosures contained above are sworn as true to the best knowledge and belief of the below authorized signatory and any false statements made herein are punishable under the penalty for false statement set out in §53a-157b of the Connecticut General Statutes.

PROPOSER:

[ENTITY NAME]

By: _____
Name:
Title:

Sworn and subscribed before me on this ____ day of _____, 2023.

Notary Public/Commissioner of the Superior Court

EXHIBIT B

CONNECTICUT HOUSING FINANCE AUTHORITY **AGREEMENT FOR SERVICES**

THIS AGREEMENT is made as of the Effective Date (as defined herein) by and between _____, a _____ organized and existing under the laws of the State of _____, having its principal place of business at _____, _____ (the “Contractor”) and the **CONNECTICUT HOUSING FINANCE AUTHORITY**, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, having its office and principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 (“CHFA”).

RECITALS

WHEREAS, CHFA was established pursuant to Chapter 134 of the Connecticut General Statutes (as amended, the “Act”), with such duties and powers as set forth in that chapter and constituting an independent public instrumentality exercising essential public functions;

WHEREAS, Section 8-250(16) of the Act provides that CHFA may make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under the Act;

NOW, THEREFORE, in exchange for the mutual covenants, provisions and considerations set forth in this Agreement, the receipt and sufficiency of such consideration is hereby acknowledged, and with every intention to be legally bound, CHFA and Contractor hereby agree, as follows:

ARTICLE I - SCOPE OF SERVICES.

Contractor shall provide real estate brokerage services for single-family properties acquired by CHFA through foreclosures (the “Services”). For each single-family property listed for sale, the Contractor shall enter into an Exclusive Right to Sell/Listing Agreement in substantially the form of the attached **Exhibit C** and **Schedule 1**.

ARTICLE II - COMPENSATION.

CHFA shall pay Contractor as set forth in **Exhibit C** and **Schedule 1** (Exclusive Right to Sell/Listing Agreement) attached hereto. Contractor shall submit all requests for payment in writing, and CHFA shall pay Contractor within 30 days of approval of an invoice.

ARTICLE III - TERM.

The term of this Agreement shall commence on the Effective Date and continue through _____ () and/or until Contractor's successor is designated as determined by CHFA unless: (i) the parties mutually agree in writing to an extension thereof; or (ii) this Agreement is terminated in accordance with the terms and provisions hereof.

ARTICLE IV - TERMINATION.

CHFA may terminate this Agreement upon thirty (30) days written notice, *provided, however*, CHFA may terminate this Agreement at any time for non-performance as determined by CHFA in its sole discretion. In addition, CHFA shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for CHFA's payments under this Agreement are not appropriated, not authorized or not made available pursuant to applicable law, or such funding has been reduced pursuant to applicable law. The representations, warranties and certifications contained in, or made pursuant to, this Agreement shall survive termination of the Agreement by CHFA.

ARTICLE V – REPRESENTATIONS, WARRANTIES, DISCLOSURES & AFFIDAVITS.

(i) *General Representations and Warranties.* Contractor hereby represents, warrants and certifies to CHFA: (a) that Contractor is authorized to do business in the State of Connecticut and maintains all licenses, permits and approvals required for the operation of its business and performance of the Services; (b) that Contractor's signatory below is duly authorized with full power and authority to enter into this Agreement in the name and on behalf of Contractor; (c) that Contractor has obtained any consent, approval, authorization, order, registration or qualification with any governmental authority required for the execution of this Agreement and the delivery and/or performance of the Services; and (d) that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity.

(ii) *Ethics.* Contractor hereby acknowledges receipt of the CHFA Ethics Statement and hereby represents, warrants and certifies to CHFA that throughout the term of this Agreement, Contractor will comply with the applicable requirements of Chapter 10 of the Connecticut General Statutes, as amended.

(iii) *Intentionally Omitted.*

(iv) *Whistleblowing; Connecticut General Statutes §4-61dd.* Contractor hereby represents, warrants and certifies to CHFA that throughout the term of this Agreement, Contractor will comply with the requirements of Connecticut General Statutes §4-61dd, as amended, which requirements are more particularly set forth on **Exhibit E**, attached hereto and made a part hereof.

(v) Gift and Campaign Contributions; Connecticut General Statutes §4-252.
Contractor hereby represents, warrants and certifies to CHFA:

(1) that no gifts were made by (A) Contractor, (B) any principals and key personnel of Contractor, who participate substantially in preparing bids, proposals or negotiating state Contracts, or (C) any agent of Contractor or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts to (i) any public official or employee of CHFA soliciting bids or proposals for the Agreement, who participates substantially in preparation of bid solicitations or requests for proposals for the Agreement or the negotiation or award of the Agreement, or (ii) any public official or state employee of any other state agency who has supervisory or appointing authority over CHFA;

(2) that no such principals and key personnel of Contractor or agent of Contractor or principals and key personnel, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of Contractor to provide a gift to any such public official or state employee; and

(3) that Contractor submitted bids or proposals without fraud or collusion with any person.

(vi) Entities Making Investments in Iran; Connecticut General Statutes §4-252a.
Contractor hereby represents, warrants and certifies to CHFA that Contractor has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 and Contractor has not increased or renewed such investment on or after said date.

(vii) Nondiscrimination; Connecticut General Statutes §4a-60 & Connecticut General Statutes §4a-60a. Contractor hereby represents, warrants and certifies to CHFA that Contractor has a policy in place that complies with, and will remain in compliance with throughout the term of this Agreement, the nondiscrimination requirements and warranties of Connecticut General Statutes §§ 4a-60(a) and 4a-60a(a), as amended, which requirements and warranties are more particularly set forth on **Exhibit E**, attached hereto and made a part hereof.

The authorized signatory of Contractor confirms, acknowledges and demonstrates their understanding of the obligations set forth in this subsection by initialing here:

Print Name: _____ Initials: _____

(viii) Consulting Agreements; Connecticut General Statutes §4a-81. Contractor hereby represents, warrants and certifies to CHFA that, to the extent this Agreement has a total value of fifty thousand dollars or more in any calendar or fiscal year, no consulting agreement (as such term is defined in Connecticut General Statutes §4a-81(b)*) has been entered into in connection with this Agreement, except as follows:

(PLEASE CHECK APPROPRIATE BOX)

No Consulting Agreements

OR

Itemized Consulting Agreements, as follows:

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

1. _____
2. _____
3. _____

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

(ix) Campaign Financing Contributions; Connecticut General Statutes §9-612(f) & (g). Contractor hereby represents, warrants and certifies to CHFA:

(1) Contractor’s chief executive officer or authorized signatory of this Agreement has received the SEEC Form 10 Notice required in accordance with Connecticut General Statutes §9-612(g)(1) and Contractor has completed, executed and delivered said form to CHFA, a copy of which is attached hereto on **Exhibit D**, and made a part hereof;

(2) Contractor has received a copy of the written notice informing state contractors and prospective state contractors of the contribution and solicitation prohibitions set forth in Connecticut General Statutes §9-612(f)(2)(A) & (B);

(3) that Contractor has not made any contributions to, or solicited any contributions on behalf of, any party committee or exploratory committee established by a candidate for state-wide office or for the General Assembly, or a 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 Connecticut General Statutes §9-612(f)(2)(A) & (B), as set forth on **Exhibit E**, attached hereto and made a part hereof, without mitigating circumstances having been found to exist concerning such violation; and

(4) Contractor's chief executive officer or authorized signatory of this Agreement has completed and delivered to CHFA the State of Connecticut Campaign Contribution Certification in accordance with Connecticut General Statutes §9-612, set forth on **Exhibit D**, attached hereto and made a part hereof.

(x) *Occupational Safety & Health; Connecticut General Statutes §31-57b*. Contractor hereby represents, warrants and certifies to CHFA that Contractor is not in violation of, is in compliance with, and will remain in compliance with the requirements set forth in Connecticut General Statutes §31-57b, as more particularly set forth on **Exhibit E**, attached hereto and made a part hereof, throughout the term of this Agreement.

ARTICLE VI - ASSIGNMENT AND SUBCONTRACTING.

This Agreement shall not be assigned or pledged, nor shall the duties therein be subcontracted for by Contractor.

ARTICLE VII - APPLICABLE LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut without regard to any conflict of law principles. All references in this Agreement to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Agreement that relates to such statutes, public act, regulation, code or executive order, and notwithstanding a lack of formal amendment to this Agreement, this Agreement shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if the most current language had been used in and requirements incorporated into this Agreement at the time of its execution.

ARTICLE VIII - NOTICES.

All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if delivered or mailed via certified first-class mail return receipt requested postage prepaid, or overnight express mail service to the addresses on page 1 hereof.

ARTICLE IX - ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties hereto and concerning the subject matter hereof and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof. This Agreement may be modified only by a writing signed by the parties hereto that specifically refers to this Agreement.

ARTICLE X - BENEFIT AND BURDEN.

This Agreement shall not inure to the benefit of and shall not be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The provisions of this Agreement are solely for the benefit of the parties hereto and not for the benefit of any other person or entity.

ARTICLE XI - SEVERABILITY.

If any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

ARTICLE XII - NO WAIVER.

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof.

ARTICLE XIII - USAGE.

Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular and the use of any gender shall mean all genders or any other gender, as the context may require.

ARTICLE XIV - CAPTIONS.

The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement.

ARTICLE XV - STATUS OF CONTRACTOR.

Contractor acknowledges and agrees that Contractor is acting as an independent contractor in performing Services for CHFA hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship or any employer-employee relationship between CHFA and Contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CHFA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CHFA in any manner whatsoever.

ARTICLE XVI - TIME IS OF THE ESSENCE.

The parties agree and understand that time is of the essence.

ARTICLE XVII – INDEMNITY.

Contractor agrees (which agreement shall survive the expiration or termination of this Agreement) to defend, indemnify and hold CHFA, its agents, employees, subsidiaries, contractors and Board of Directors harmless from and against any and all loss, liability, damage, costs, causes of action, claims and expenses, including litigation expenses and attorney’s fees (individually and collectively, “Claims”) for loss or injury (including death to persons and physical damage to property) resulting from the acts or omissions of the Contractor, its consultants, agents, subcontractors or employees or a breach of Contractor’s representations or warranties. Contractor also agrees (which agreement shall survive the expiration or termination of this Agreement) to defend, indemnify and hold CHFA, its agents, employees, subsidiaries, contractors and Board of Directors harmless from and against any and all Claims arising out of a breach of any of the agreements or representations or warranties set forth in this Agreement by Contractor in connection with the Services.

ARTICLE XVIII – INSURANCE.

Contractor shall maintain sufficient insurance coverage evidenced by current insurance certificates endorsing CHFA as an additional insured and in amounts satisfactory to CHFA throughout the entire term of this Agreement, as more particularly set forth on **Exhibit E** attached hereto and made a part hereof.

ARTICLE XIX – WORK PRODUCT.

Any reports and studies prepared by Contractor or other work product resulting from the Services under this Agreement including, without limitation, all intellectual property rights therein (together, the “Work Product”) shall be the property of CHFA and shall be promptly delivered to CHFA upon request. The Work Product is solely for CHFA’s use. Contractor agrees that it will not respond to any questions from any parties or persons who are not employees of CHFA with respect to the Work Product including, without limitation, any report and its contents. Contractor agrees that if it receives questions about the Work Product including, without limitation, any report, from any parties or persons who are not CHFA employees, Contractor will refer all such questions to CHFA.

ARTICLE XX – MISCELLANEOUS.

(i) Contractor shall not issue, sponsor or circulate any advertising or publicity that states or implies that CHFA prefers or recommends its services.

(ii) Contractor shall notify CHFA immediately whenever work under this Agreement conflicts with or appears to conflict with Contractor’s obligation(s) to another person or organization and shall provide sufficient details of the conflict for CHFA’s evaluation. Contractor shall not proceed with performance of the Services until written notification to do so is given by CHFA. If CHFA, in its sole discretion, determines that there is a conflict, it may terminate the contract immediately.

(iii) Contractor must provide a list of references and copies of any applicable licenses, which licenses are required to be in good standing at the commencement of work and throughout the term of this Agreement.

ARTICLE XXI – EFFECTIVE DATE.

The “Effective Date” of this Agreement shall be the date on which this Agreement is executed by the latter to sign of the Contractor or CHFA, as indicated on the signature page below.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

The undersigned officer of CHFA hereby represents to his/her best knowledge and belief subject to the penalties of false statement that he/she is authorized to execute this agreement and that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

CONNECTICUT HOUSING FINANCE AUTHORITY

By: _____

Nandini Natarajan
Its Chief Executive Officer-Executive Director
Duly Authorized

Date: _____

Notice: All representations, warranties and disclosures contained in this Agreement are sworn as true to the best knowledge and belief of the below authorized signatory and any false statements made herein are punishable under the penalty for false statement set forth in §53a-157b of the Connecticut General Statutes.

CONTRACTOR:

[ENTITY NAME]

By: _____

Name:

Title:

Duly Authorized

Sworn and subscribed before me on this ____ day of _____, 20__.

Notary Public/Commissioner of the Superior Court

Exhibit C

EXCLUSIVE RIGHT TO SELL / LISTING AGREEMENT

THIS EXCLUSIVE RIGHT TO SELL / LISTING AGREEMENT (the "Agreement") is made as of this the _____ day of _____, 20____ (the "Effective Date") by and between the **CONNECTICUT HOUSING FINANCE AUTHORITY**, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, having an office and principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 ("CHFA") and [_____] , a/an [_____] , having an address of [_____] (the "Broker").

In consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHFA and Broker hereby agree as follows:

1. This Agreement shall go into effect on the Effective Date, shall remain in place and be operative until midnight on _____, 20____, and shall be a binding contract that may only be terminated prior to the end of the term by mutual agreement of CHFA and Broker, or by either party with cause.

2. CHFA hereby grants to Broker the exclusive right to secure offers from prospective buyers for the purchase of certain real property (each individually, and collectively, the "Property"). Each individual Property shall be identified from time to time during the term of this Agreement in the format set forth on **Schedule 1**, attached hereto and made a part hereof. Each such Schedule shall set forth the specific terms and conditions upon which the listing of said individual Property shall be conducted by Broker, which terms and conditions shall be in addition to the general terms and conditions set forth in this Agreement and otherwise applicable to the listing.

3. In consideration of the services to be performed by Broker hereunder, CHFA hereby agrees to pay a sales commission (the "Commission") equal to: (A) in the event that Broker represents only CHFA and not the purchaser, the greater of: (i) Three Thousand and No/100 Dollars (\$3,000); or (ii) six percent (6%) of an amount equal to: (a) the purchase price of the Property, less (b) any CHFA contribution or credit toward closing costs and/or other pre-paid amounts, as identified in the purchase contract and on the closing settlement statement; or (B) in the event of dual agency by virtue of which Broker represents both CHFA and the purchaser, the greater of: (i) Two Thousand Five Hundred and No/100 Dollars (\$2,500); or (ii) five percent (5%) of an amount equal to: (1) the purchase price of the Property, less (2) any CHFA contribution or credit toward closing costs and/or other pre-paid amounts, as identified in the purchase contract or on the closing settlement statement.

The Commission shall be earned by Broker only upon a successful closing with a buyer who purchases the Property upon the authorized terms and conditions hereunder and as

accepted by CHFA in its sole discretion. Payment of the Commission shall be made no earlier than the date of the transfer of the conveyance deed for the Property.

CHFA agrees that Broker may share the Commission with a broker acting as buyer's agent and payment of a fee to buyer's agent shall not create any agency or sub-agency relationship between buyer's agent and CHFA. Broker may not appoint subagents other than those affiliated with Broker's firm as independent contractors or employees without CHFA's consent. THE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325A OF THE CONNECTICUT GENERAL STATUTES. Broker is authorized to accept and hold in an escrow account on CHFA's behalf, a deposit to be applied toward the purchase price. Broker shall comply with all applicable laws regarding such deposits. CHFA understands that Broker may represent buyers. In the event that Broker becomes agent for a prospective buyer of the Property, Broker will become a dual agent and Broker will notify CHFA immediately and seek CHFA's informed written consent to act as dual agent, which consent may be provided by electronic means.

4. CHFA agrees to provide Broker with complete and accurate information concerning the Property, all to the best of CHFA's knowledge, and to complete a "*Seller Property Condition Disclosure Report*", as required by law, and to update said disclosure report if there are any changes during the term of this Agreement. Broker shall provide said property disclosure report to any buyer prior to the execution of a written offer to purchase the Property. CHFA agrees that Broker may provide data describing the Property and the disclosure report to other brokers, agents, prospective buyers. Broker shall not disclose confidential information about the price or terms that might be acceptable to CHFA or information about CHFA's motivation for selling the Property.

5. CHFA acknowledges it has received and read the "*Notice to Sellers About Environmental Hazards*." CHFA is responsible to provide the Broker with all relevant information about environmental issues that affect the Property, all to the best of CHFA's knowledge. In the event that the Property consists of or contains, a residential unit built prior to 1978, CHFA agrees to provide Broker and any actual buyers with a completed "*Disclosure and Acknowledgement Form Re: Lead Based Paint*" containing all information known to CHFA, all to the best of CHFA's knowledge, concerning the presence of lead-based paint hazards on the Property, including any test reports. FEDERAL LAW REQUIRES THE OWNER OF A DWELLING TO DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS TO PURCHASERS AND TO FURNISH PURCHASERS WITH ANY RECORDS OR REPORTS CONCERNING LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS. CHFA understands that because of the potential serious health risks associated with lead substances, asbestos, radon, urea formaldehyde foam insulation ("UFFI") and other environmentally hazardous conditions, prospective buyers should be advised if these conditions are present or have existed in the Property. CHFA understands that failure to make such a material disclosure could be a violation of federal and/or Connecticut law and could result in (i) the rescission of any purchase agreement between CHFA and a prospective buyer, and/or (ii) an award of damages against CHFA, as the seller, or any person responsible for disclosing the information regarding the Property. CHFA specifically directs and authorizes Broker, as CHFA's agent, to disclose any such existing conditions

to prospective buyers. If any possible hazardous material has been tested for, or treated and remedied, CHFA agrees to notify Broker in writing the details of the remediation and results and copies of any tests, all to the best of CHFA's knowledge.

6. Broker shall use reasonable and diligent efforts to sell the Property. CHFA shall refer all inquiries and offers that it receives concerning the Property to Broker. Broker is authorized to advertise the Property as Broker deems appropriate, including, without limitation, utilizing print or electronic media. Broker may place a customary "For Sale" sign and/or lockbox on the Property and, when all contingencies have been satisfied and CHFA has so authorized, Broker may place a "SOLD" sign on the Property. Broker agrees to submit the Property to the multiple listing service where Broker holds primary membership ("MLS"). CHFA understands that information about the Property will be disseminated to participants of the MLS in accordance with its rules and regulations and Broker is authorized by CHFA to cooperate with other real estate brokers, whether members of the MLS or not. CHFA understands that other authorized participants in MLS will have access to this lockbox, subject to the applicable MLS lockbox rules and regulations. Broker shall not be responsible for the maintenance, management or upkeep of the Property.

7. The Agreement is subject to Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions including, without limitation, Connecticut General Statutes, Title 46a, Chapter 814c, as amended. **IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, RELIGION, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, MENTAL RETARDATION, LEARNING DISABILITY, MENTAL DISABILITY OR PHYSICAL DISABILITY, SEXUAL ORIENTATION AND FAMILIAL STATUS IN ACQUIRING OR DISPOSITION OF REAL PROPERTY.**

8. Broker warrants and represents that Broker is authorized to do business in the state of Connecticut and maintains all licenses, permits and approvals required for the operation of Broker's business and Broker's performance hereunder. Broker warrants and represents that Broker is in compliance with any and all applicable laws and shall remain in compliance during the term of this Agreement.

9. This Agreement constitutes the entire listing agreement for the Property between the parties and any prior agreements, whether oral or written have been merged and integrated into this Agreement. No modification of any of the terms of this Agreement shall be valid, binding or enforceable upon the parties unless in writing and signed by both parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same Agreement. Signatures provided by electronic means shall be deemed binding on the parties. Time is of the essence in performance hereunder.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

The undersigned officer of CHFA hereby represents to his/her best knowledge and belief subject to the penalties of false statement that he/she is authorized to execute this agreement and that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

**CONNECTICUT HOUSING FINANCE
AUTHORITY**

By: _____

Name:

Title:

Duly Authorized

Date: _____, 20____

Notice: All representations, warranties and disclosures contained in this Agreement are sworn as true to the best knowledge and belief of the below authorized signatory and any false statements made herein are punishable under the penalty for false statement set forth in §53a-157b of the Connecticut General Statutes.

BROKER:

[_____]

By: _____

Name:

Title:

Duly Authorized

Date: _____, 20____

Schedule 1

Property Address: _____

See Also Certificate of Foreclosure/Legal Property Description Attached Hereto

List Price: \$ _____

Listing Term

Expiration Date: _____, 20____

Acceptable Sales Terms

& Contingencies:

Deposit of not less than _____% of the purchase price
Satisfactory Property/building inspection
Obtaining mortgage loan commitment
Subject to waiver of common-interest community right of first refusal

Method of

Conveyance:

By quitclaim deed

Broker hereby designates and appoints _____/#_____ as the Listing Agent for purposes of marketing the Property and performing all of Broker's obligations hereunder.

[_____]

By: _____

Date: _____, 20____

Name:

Title:

Duly Authorized

CONNECTICUT HOUSING FINANCE AUTHORITY

By: _____

Date: _____, 20____

Name:

Title:

Duly Authorized

[Copy of Vesting Deed/Certificate of Foreclosure]

DRAFT

Exhibit D

OPM Form 1



**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

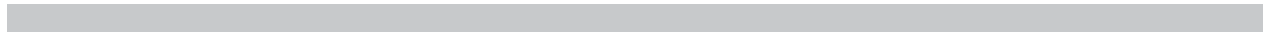
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20_____.

Commissioner of the Superior Court (or Notary Public)

_____ My Commission Expires



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.

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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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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

Click on the link to "Lobbyist/Contractor Limitations"

Instructions: CHFA Insurance Requirements

All contractors and vendors are required to provide proof of the required insurance coverage before entering the premises or commencing any work at any CHFA facility. Contractors and vendors must obtain, at their own expense, all the insurance required here, and acceptable evidence of such insurance must be properly furnished to, and approved by, CHFA.

All subcontractors are subject to the same requirements. It is the responsibility of the primary contractor or vendor to obtain acceptable evidence of insurance from subcontractors.

CHFA also requires that they be named as an additional insured on your general liability policy(ies). Your general liability policy must be endorsed with ISO Endorsement CG 20 10 (or equivalent) *or* ISO Endorsement CG 20 26 (or equivalent), *and* ISO Endorsement CG 20 37 (or equivalent) if so required. These form numbers must be specifically referenced on the certificate of insurance. If your insurance company uses a different form to provide CHFA with additional insured status on your policies, copies of those forms must be provided in advance with the insurance certificate for review and approval by CHFA. All coverage must be primary as to CHFA.

The proper name for the entity to be named as additional insured is: “Connecticut Housing Finance Authority, and/or related or affiliated entities.”

Evidence of compliance with these requirements is with the ACCORD form 25, “Certificate of Liability Insurance”, with 30 days’ notice of cancellation, plus copies of any required additional insured endorsements. Certificates should be sent to: Connecticut Housing Finance Authority, Attention: Shelly Mondo, 999 West St., Rocky Hill, CT 06067. Tel.: (860) 721-9501.

Current insurance certificates must be furnished to CHFA at all times. Replacement certificates must be furnished *prior to the expiration or replacement* of referenced policies.

Required (if checked)	Type of Insurance	Standard Requirement
√	<p>Commercial General Liability</p> <p>Contractors or service vendors:</p>	<p>\$1,000,000 per occurrence/ \$2,000,000 aggregate bodily injury/property damage.</p> <p>The CGL policy must include coverage for:</p> <ul style="list-style-type: none"> • liability from premises and operations. • liability from products or completed operations. • liability from actions of independent contractors. • liability assumed by contract. <p>All coverage provided to CHFA under this section must be primary.</p> <p>CHFA must be named as “additional insured” on your CGL policy with ISO form CG 20 10 or CG 20 26 or equivalent</p> <p>CHFA must <i>also</i> be named as “additional insured” on your CGL policy with form CG 20 37 or equivalent</p> <p>The Aggregate limit must apply per job/project.</p> <p>Products/completed operations must be carried for 2 years after completion of job/acceptance by owner.</p>
√	Automobile Liability	\$1,000,000 per accident for bodily injury/property damage, including hired & non-owned vehicles
√	<p>Workers' Compensation</p> <p>Employers Liability</p>	<p>Statutory coverage in compliance with compensation laws of the State of Connecticut.</p> <p>\$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee per policy period</p>
√	Umbrella Liability	\$1,000,000 Excess over underlying limits described above.
√	Professional Liability	\$1,000,000 per occurrence/ \$1,000,000 aggregate
	Cyber Liability	\$1,000,000 per occurrence/ \$1,000,000 aggregate

Insurance Requirements

Contractors or vendors working for and/or doing business with the Connecticut Housing Finance Authority (CHFA), or using CHFA facilities, shall agree as a condition of acceptance to furnish and perpetually maintain, at their own expense, for the duration of any project, work, contract or use of CHFA facilities the following policies of insurance covering the following items. Insurance must be primary and endorsed to be noncontributory by CHFA, must be written in an insurance company A.M. Best rated as “A-VII” or better, and CHFA must be endorsed to the policy as an additional insured (except Worker’s Compensation) unless this requirement is specifically waived in writing by CHFA. Contractors further agree that any subcontractor they intend to use on CHFA assigned work will be required to submit to the same indemnity and insurance requirements contained in this schedule. Contractor shall obtain insurance certificates stating that both Contractor and CHFA shall be endorsed to the subcontractor’s insurance policies as additional insured.

Indemnification

The contractor/vendor shall save harmless, indemnify, and in the event of claim, notification or suit will immediately defend CHFA and any related or subsidiary entities, their officers, employees and volunteers, from and against all loss, costs, damage, expense, claims or demands arising out of or caused or alleged to have been caused in any manner by the performance of work or use of facilities herein provided, including all suits, claims or actions of every kind or description brought against the CHFA either individually or jointly with the entity or organization for or on the account of any damage or injury to any person or persons or property, including the entity or organization’s employees or their property, caused or occasioned, or alleged to have been caused or occasioned in whole or in part by the entity or organization, including any subcontractor, their employees or agents.

Certificates of Insurance

Before starting any work, or commencing any use or occupancy of CHFA premises, the contractor or vendor shall furnish to CHFA a certificate of insurance indicating, specifically, the existence of those coverages and limits set forth as follows. CHFA must be named on the insurance certificate as “additional insured” for the coverage’s afforded, and a copy of the actual policy endorsement that adds CHFA as an additional insured must be attached to the certificate (Blanket additional insured endorsements are deemed acceptable). It is also the duty of contractor or vendor to provide renewal or replacement certificates and endorsements to CHFA upon renewal or new placement of any insurance policy which may expire or renew during the term of any project or engagement, and to give CHFA thirty (30) days’ notice of any cancellation or change in the terms of such policy or policies during the periods of coverage. Upon request of CHFA, the contractor or vendor shall furnish to CHFA for its examination and approval such policies of insurance with all endorsements, or copies thereof, certified by the agent of the insurance company.

The contractor or vendor agrees to forward a signed original of this Insurance Requirement signed by an authorized Officer or Agent for the contractor or vendor, to the care of: Connecticut Housing Finance Authority, **Shelly Mondo**, Contracts and Procurement Officer, 999 West St., Rocky Hill, CT 06067. Tel.: (860) 571-4389, Fax: (860) 721-0527, Email: shelly.mondo@CHFA.org, as an acknowledgement and acceptance to the terms and conditions stated herein and prior to the commencement of any work being performed.

Signed by (contractor or vendor)

(type/print name of contractor or vendor)

Date

Connecticut Housing Finance Authority Ethics Statement

The Connecticut Housing Finance Authority ("CHFA") was created in 1969 by the State legislature as a quasi-public agency of the State of Connecticut. Its purpose is to help alleviate the shortage of affordable housing for low and moderate-income families and persons in Connecticut, and when appropriate, to promote or maintain the economic development of the State through employer-assisted housing efforts.

CHFA administers a multi-billion dollar portfolio of housing related financing in the State resulting primarily from its loan programs for both single and multifamily housing. These programs are financed by the proceeds of tax exempt and taxable bonds issued by CHFA together with State funds it administers and its own funds. CHFA has significant interaction with the State and private financial markets and has relationships with both nonprofit and for profit developers of housing. It is important that the CHFA Board of Directors and its employees and persons doing business or seeking to do business with CHFA understand and comply at all times with CHFA's ethical standards in the performance of their duties and conduct of their business.

It is the policy of the Connecticut Housing Finance Authority that its employees and members of its Board of Directors will comply with all laws and regulations pertaining to the conduct of CHFA's business and administration of its programs and that they will do so with the highest standards of ethical behavior. Those with whom CHFA does business are expected to similarly comply with applicable laws and regulations and standards. Any breach or deviation from applicable laws and regulations or standards will result in appropriate disciplinary action including but not limited to termination of employment and sanctions as required by CHFA and state law.

The CHFA Board of Directors and all CHFA employees are subject to the Code of Ethics for Public Officials, Connecticut General Statutes Chapter 10, Part 1, § § 1-79 through 1-89 as amended ("Code of Ethics") in the discharge of their duties, including, but not limited to, the following provisions:

- Gifts - In general, acceptance of gifts from anyone doing business with or seeking to do business with CHFA or from persons known to be a registered lobbyist or lobbyist's representative is prohibited
- Financial Benefit - use of office for financial benefit of the individual, certain family members or associated businesses is prohibited
- Outside Employment - outside employment which may impair independence of judgment or induce disclosure of confidential information is prohibited (Note: Connecticut General Statutes § 8-244(b) provides notwithstanding the provisions of any other law to the contrary, it shall not constitute a conflict of interest for a trustee, director, partner or officer of any person, firm or corporation, or any individual having a financial interest in a person, firm or corporation, to serve as a member of the authority, provided such trustee, director, partner, officer or individual shall abstain from deliberation, action or vote by the authority in specific respect to such person, firm or corporation.)
- Financial Disclosure - filing of financial disclosure statements with the State Ethics Commission is required by certain employees and the Board of Directors
- Post -State Employment - accepting employment with parties to contracts or regulated parties upon leaving CHFA is restricted (Note: Connecticut General Statutes § 1-84b(c) provides exceptions for members or former members of the boards or commissions who serve ex officio, who are required by statute to represent the regulated industry or who are permitted by statute to have a past or present affiliation with the regulated industry.)

Members of the Board of Directors and all CHFA employees are provided a copy of the Code of Ethics. Additionally, CHFA employees are subject to the provisions of the CHFA employee handbook as amended ("Employee Handbook") including, but not limited to:

- Provisions limiting conflicts of interest and requiring filing of a statement with the President-Executive Director regarding any outside employment (§107)
- Requiring gifts with a value of \$10 to be returned or directed to CHFA (§107)
- Prohibiting acceptance of meals or entertainment from those in a position to benefit from CHFA decisions, contracts or financing (§107)
- Limitations on outside employment including prohibiting conducting outside business or employment during working hours or using CHFA facilities or resources to conduct any business other than CHFA official business (§108)
- Requiring compliance with the Code of Ethics (§701)

Copies of this Ethics Statement, the Code of Ethics and Employee Handbook are provided to employees and to each new employee prior to the commencement of employment with CHFA. Employees are required to sign a statement acknowledging receipt of the Code of Ethics and Employee Handbook and agreeing to comply with their requirements.

Employees who leave CHFA are required to comply with the Code of Ethics provisions regarding post-employment and are reminded of these during an exit interview with CHFA's Human Resources staff.

Breaches of any of the provisions of the Code of Ethics or Employee Handbook or other governing laws or regulations will result in disciplinary action up to and including dismissal, in addition to sanctions provided by state law.

CHFA has designated as its Ethics Liaison its General Counsel. The Ethics Liaison is an available resource to CHFA employees regarding statutory and regulatory compliance and questions regarding ethical standards; however, questions concerning the applicability or enforcement of the Code of Ethics are to be directed to the State of Connecticut Ethics Commission.

Persons doing business with or seeking to do business with CHFA will be provided with a copy of this Ethics Statement and are required to comply with the applicable provisions of the Code of Ethics and the Code of Ethics for Lobbyists, Connecticut General Statutes §§1-91 through 1-101 and other governing laws and regulations including, but not limited to:

- Restrictions on gift giving (§ 1-84(f),(m))
- Employment (§ 1-84(g), 1-84b(c)(3))
- Reporting (§ 1-84(o))

and are required to comply with requirements of Connecticut General Statutes §3-13j and §3-131 regarding disclosure of third party fees and finders fees and §§4-250 through 4-252 regarding affidavits and certifications for large state contracts.

Connecticut Housing Finance Authority Ethics Statement

The Connecticut Housing Finance Authority ("CHFA") was created in 1969 by the State legislature as a quasi-public agency of the State of Connecticut. Its purpose is to help alleviate the shortage of affordable housing for low and moderate-income families and persons in Connecticut, and when appropriate, to promote or maintain the economic development of the State through employer-assisted housing efforts.

CHFA administers a multi-billion dollar portfolio of housing related financing in the State resulting primarily from its loan programs for both single and multifamily housing. These programs are financed by the proceeds of tax exempt and taxable bonds issued by CHFA together with State funds it administers and its own funds. CHFA has significant interaction with the State and private financial markets and has relationships with both nonprofit and for profit developers of housing. It is important that the CHFA Board of Directors and its employees and persons doing business or seeking to do business with CHFA understand and comply at all times with CHFA's ethical standards in the performance of their duties and conduct of their business.

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- Outside Employment - outside employment which may impair independence of judgment or induce disclosure of confidential information is prohibited (Note: Connecticut General Statutes § 8-244(b) provides notwithstanding the provisions of any other law to the contrary, it shall not constitute a conflict of interest for a trustee, director, partner or officer of any person, firm or corporation, or any individual having a financial interest in a person, firm or corporation, to serve as a member of the authority, provided such trustee, director, partner, officer or individual shall abstain from deliberation, action or vote by the authority in specific respect to such person, firm or corporation.)
- Financial Disclosure - filing of financial disclosure statements with the State Ethics Commission is required by certain employees and the Board of Directors
- Post -State Employment - accepting employment with parties to contracts or regulated parties upon leaving CHFA is restricted (Note: Connecticut General Statutes § 1-84b(c) provides exceptions for members or former members of the boards or commissions who serve ex officio, who are required by statute to represent the regulated industry or who are permitted by statute to have a past or present affiliation with the regulated industry.)

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and are required to comply with requirements of Connecticut General Statutes §3-13j and §3-131 regarding disclosure of third party fees and finders fees and §§4-250 through 4-252 regarding affidavits and certifications for large state contracts.

Conn. Gen. Stat. 4-61dd Whistle-blowing. Disclosure of information to Auditors of Public Accounts. Investigation by Attorney General. Rejection of complaint. Complaints re retaliatory personnel actions. Report to General Assembly. Large state contractors. Posting of notice. Definitions. State shellfish grounds lessees (General Statutes of Connecticut (2023 Edition))

§ 4-61dd. Whistle-blowing. Disclosure of information to Auditors of Public Accounts. Investigation by Attorney General. Rejection of complaint. Complaints re retaliatory personnel actions. Report to General Assembly. Large state contractors. Posting of notice. Definitions. State shellfish grounds lessees

(a) Any person having knowledge of any matter involving (1) corruption, unethical practices, violation of state laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to the public safety occurring in any state department or agency, any quasi-public agency, as defined in section 1-120, or any Probate Court, (2) corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, or (3) corruption by an entity receiving financial assistance pursuant to title 32 that has failed to meet its contractual obligations or has failed to satisfy any condition regarding such financial assistance, may transmit all facts and information in such person's possession concerning such matter to the Auditors of Public Accounts. The Auditors of Public Accounts shall review such matter and report their findings and any recommendations to the Attorney General. Upon receiving such a report, the Attorney General shall make such investigation as the Attorney General deems proper regarding such report and any other information that may be reasonably derived from such report. Prior to conducting an investigation of any information that may be reasonably derived from such report, the Attorney General shall consult with the Auditors of Public Accounts concerning the relationship of such additional information to the report that has been issued pursuant to this subsection. Any such subsequent investigation deemed appropriate by the Attorney General shall only be conducted with the concurrence and assistance of the Auditors of Public Accounts. At the request of the Attorney General or on their own initiative, the auditors shall assist in the investigation.

(b)

(1) The Auditors of Public Accounts may reject any complaint received pursuant to subsection (a) of this section if the Auditors of Public Accounts determine one or more of the following:

(A) There are other available remedies that the complainant can reasonably be expected to pursue;

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(B) The complaint is better suited for investigation or enforcement by another state agency;

(C) The complaint is trivial, frivolous, vexatious or not made in good faith;

(D) Other complaints have greater priority in terms of serving the public good;

(E) The complaint is not timely or is too long delayed to justify further investigation; or

(F) The complaint could be handled more appropriately as part of an ongoing or scheduled regular audit.

(2) If the Auditors of Public Accounts reject a complaint pursuant to subdivision (1) of this subsection, the Auditors of Public Accounts shall provide a report to the Attorney General setting out the basis for the rejection.

(3) If at any time the Auditors of Public Accounts determine that a complaint is more appropriately investigated by another state agency, the Auditors of Public Accounts shall refer the complaint to such agency. The investigating agency shall provide a status report regarding the referred complaint to the Auditors of Public Accounts upon request.

(c) Notwithstanding the provisions of section 12-15, the Commissioner of Revenue Services may, upon written request by the Auditors of Public Accounts, disclose return or return information, as defined in section 12-15, to the Auditors of Public Accounts for purposes of preparing a report under subsection (a) or (b) of this section. Such return or return information shall not be published in any report prepared in accordance with subsection (a) or (b) of this section, and shall not otherwise be redisclosed, except that such information may be redisclosed to the Attorney General for purposes of an investigation authorized by subsection (a) of this section. Any person who violates the provisions of this subsection shall be subject to the provisions of subsection (g) of section 12-15.

(d) The Attorney General may summon witnesses, require the production of any necessary books, papers or other documents and administer oaths to witnesses, where necessary, for the purpose of an investigation pursuant to this section or for the purpose of investigating a suspected violation of subsection (a) of section 4-275 until such time as the Attorney General files a civil action pursuant to section 4-276. Service of a subpoena ad

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testificandum, subpoena duces tecum and a notice of deposition, may be made by:

(1) Personal service or service at the usual place of abode; or

(2) registered or certified mail, return receipt requested, a duly executed copy thereof addressed to the person to be served at such person's principal place of business in this state, or, if such person has no principal place of business in this state, at such person's principal office or such person's residence. Upon the conclusion of the investigation, the Attorney General shall where necessary, report any findings to the Governor, or in matters involving criminal activity, to the Chief State's Attorney. In addition to the exempt records provision of section 1-210, the Auditors of Public Accounts and the Attorney General shall not, after receipt of any information from a person under the provisions of this section or sections 4-276 to 4-280, inclusive, disclose the identity of such person without such person's consent unless the Auditors of Public Accounts or the Attorney General determines that such disclosure is unavoidable, and may withhold records of such investigation, during the pendency of the investigation.

All documentary material or other information furnished to the Attorney General, the Attorney General's deputy or any assistant attorney general designated by the Attorney General, pursuant to a demand issued under this subsection for the purpose of investigating a suspected violation of subsection (a) of section 4-275, shall be returned to the person furnishing such documentary material or other information, or, if such person furnished such documentary material or other information in an electronic format, erased, upon the termination of the Attorney General's investigation or final determination of any action or proceeding commenced thereunder.

(e)

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

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(b) of section 17a-28; (iv) an employee of the Probate Court where such employee is employed; or (v) in the case of a large state contractor, an employee of the contracting state agency concerning information involving the large state contract; or (B) such employee's testimony or assistance in any proceeding under this section.

(2)

(A) Not later than ninety days after learning of the specific incident giving rise to a claim that a personnel action has been threatened or has occurred in violation of subdivision (1) of this subsection, a state or quasi-public agency employee, an employee of a large state contractor or the employee's attorney may file a complaint against the state agency, quasi-public agency, Probate Court, large state contractor or appointing authority concerning such personnel action with the Chief Human Rights Referee designated under section 46a-57. Such complaint may be amended if an additional incident giving rise to a claim under this subdivision occurs subsequent to the filing of the original complaint. The Chief Human Rights Referee shall assign the complaint to a human rights referee appointed under section 46a-57, who shall conduct a hearing and issue a decision concerning whether the officer or employee taking or threatening to take the personnel action violated any provision of this section. The human rights referee may order a state agency, quasi-public agency or Probate Court to produce (i) an employee of such agency, quasi-public agency or Probate Court to testify as a witness in any proceeding under this subdivision, or (ii) books, papers or other documents relevant to the complaint, without issuing a subpoena. If such agency, quasi-public agency or Probate Court fails to produce such witness, books, papers or documents, not later than thirty days after such order, the human rights referee may consider such failure as supporting evidence for the complainant. If, after the hearing, the human rights referee finds a violation, the referee may award the aggrieved employee reinstatement to the employee's former position, back pay and reestablishment of any employee benefits for which the employee would otherwise have been eligible if such violation had not occurred, reasonable attorneys' fees, and any other damages. For the purposes of this subsection, such human rights referee shall act as an independent hearing officer. The decision of a human rights referee under this subsection may be appealed by any person who was a party at such hearing, in accordance with the provisions of section 4-183.

(B) The Chief Human Rights Referee shall adopt regulations, in accordance with the provisions of chapter 54, establishing the procedure for filing

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complaints and noticing and conducting hearings under subparagraph (A) of this subdivision.

(3) As an alternative to the provisions of subdivision (2) of this subsection:

(A) A state or quasi-public agency employee who alleges that a personnel action has been threatened or taken may file an appeal not later than ninety days after learning of the specific incident giving rise to such claim with the Employees' Review Board under section 5-202, or, in the case of a state or quasi-public agency employee covered by a collective bargaining contract, in accordance with the procedure provided by such contract; or

(B) an employee of a large state contractor alleging that such action has been threatened or taken may, after exhausting all available administrative remedies, bring a civil action in accordance with the provisions of subsection (c) of section 31-51m.

(4) In any proceeding under subdivision (2) or (3) of this subsection concerning a personnel action taken or threatened against any state or quasi-public agency employee or any employee of a large state contractor, which personnel action occurs not later than two years after the employee first transmits facts and information concerning a matter under subsection (a) of this section or discloses information under subdivision (1) of this subsection to the Auditors of Public Accounts, the Attorney General or an employee of a state agency, quasi-public agency or Probate Court, as applicable, there shall be a rebuttable presumption that the personnel action is in retaliation for the action taken by the employee under subsection (a) of this section or subdivision (1) of this subsection.

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

(f) Any employee of a state agency, quasi-public agency, Probate Court or large state contractor, who is found by the Auditors of Public Accounts, the

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

(g) On or before September first, annually, the Auditors of Public Accounts shall submit, in accordance with the provisions of section 11-4a, to the clerk of each house of the General Assembly a report indicating the number of matters for which facts and information were transmitted to the auditors pursuant to this section during the preceding state fiscal year and the disposition of each such matter.

(h) Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) or subdivision (1) of subsection (e) of this section, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

(i) Each state agency or quasi-public agency shall post a notice of the provisions of this section relating to state employees and quasi-public agency employees in a conspicuous place that is readily available for viewing by employees of such agency or quasi-public agency. Each Probate Court shall post a notice of the provisions of this section relating to Probate Court employees in a conspicuous place that is readily available for viewing by employees of such court. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a

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conspicuous place which is readily available for viewing by the employees of the contractor.

(j) No person who, in good faith, discloses information in accordance with the provisions of this section shall be liable for any civil damages resulting from such good faith disclosure.

(k) As used in this section:

(1) "Large state contract" means a contract having a value of five million dollars or more (A) between an entity and a state or quasi-public agency, or (B) for the receipt of financial assistance by an entity from the state pursuant to title 32; and

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

(l)

(1) No officer or employee of a state shellfish grounds lessee shall take or threaten to take any personnel action against any employee of a state shellfish grounds lessee in retaliation for (A) such employee's disclosure of information to an employee of the leasing agency concerning information involving the state shellfish grounds lease, or (B) such employee's testimony or assistance in any proceeding under this section.

(2)

(A) Not later than ninety days after learning of the specific incident giving rise to a claim that a personnel action has been threatened or has occurred in violation of subdivision (1) of this subsection, an employee of a state shellfish grounds lessee or the employee's attorney may file a complaint against the state shellfish grounds lessee concerning such personnel action with the Chief Human Rights Referee designated under section 46a-57. Such complaint may be amended if an additional incident giving rise to a claim under this subdivision occurs subsequent to the filing of the original complaint. The Chief Human Rights Referee shall assign the complaint to a human rights referee appointed under section 46a-57, who shall conduct a hearing and issue a decision concerning whether the officer or employee taking or threatening to take the personnel action violated any provision of this subsection. The human rights referee may order a state shellfish grounds lessee to produce (i) an employee of such lessee to testify as a witness in any proceeding under this subdivision, or (ii) books, papers or

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other documents relevant to the complaint, without issuing a subpoena. If such state shellfish grounds lessee fails to produce such witness, books, papers or documents, not later than thirty days after such order, the human rights referee may consider such failure as supporting evidence for the complainant. If, after the hearing, the human rights referee finds a violation, the referee may award the aggrieved employee reinstatement to the employee's former position, back pay and reestablishment of any employee benefits for which the employee would otherwise have been eligible if such violation had not occurred, reasonable attorneys' fees and any other damages. For the purposes of this subsection, such human rights referee shall act as an independent hearing officer. The decision of a human rights referee under this subsection may be appealed by any person who was a party at such hearing, in accordance with the provisions of section 4-183.

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

(3) As an alternative to the provisions of subdivision (2) of this subsection, an employee of a state shellfish grounds lessee who alleges that a personnel action has been threatened or taken may, after exhausting all available administrative remedies, bring a civil action in accordance with the provisions of subsection (c) of section 31-51m.

(4) In any proceeding under subdivision (2) or (3) of this subsection concerning a personnel action taken or threatened against any employee of a state shellfish grounds lessee, which personnel action occurs not later than two years after the employee first transmits facts and information to an employee of the leasing agency concerning the state shellfish grounds lease, there shall be a rebuttable presumption that the personnel action is in retaliation for the action taken by the employee under subdivision (1) of this subsection.

Source:

(P.A. 79-599, S. 1, 2; P.A. 83-232; P.A. 85-559, S. 5; P.A. 87-442, S. 1, 8; P.A. 89-81, S. 3; P.A. 97-55 ; P.A. 98-191, S. 1, 2 ; P.A. 02-91, S. 1 ; P.A. 04-58, S. 1, 2 ; P.A. 05-287, S. 47 ; P.A. 06-196, S. 26 ; P.A. 09-185, S. 2 ; Sept. Sp. Sess. P.A. 09-5, S. 16; P.A. 11-48, S. 17 ; P.A. 14-217, S. 17 ; 14-227, S. 1 ; June Sp. Sess. P.A. 15-5, S. 117 ; P.A. 17-136, S. 1 ; P.A. 18-22, S. 2 .)

History:

Conn. Gen. Stat. 4-61dd Whistle-blowing. Disclosure of information to Auditors of Public Accounts. Investigation by Attorney General. Rejection of complaint. Complaints re retaliatory personnel actions. Report to General Assembly. Large state contractors. Posting of notice. Definitions. State shellfish grounds lessees (General Statutes of Connecticut (2023 Edition))

Amended by P.A. 23-0098, S. 3 of the Connecticut Acts of the 2023 Regular Session, eff. 7/1/2023. Amended by P.A. 19-0069, S. 1 of the Connecticut Acts of the 2019 Regular Session, eff. 10/1/2019. Amended by P.A. 18-0022, S. 2 of the Connecticut Acts of the 2018 Regular Session, eff. 10/1/2018. Amended by P.A. 17-0136, S. 1 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017. Amended by P.A. 15-0005, S. 117 of the Connecticut Acts of the 2015 Special Session, eff. 7/1/2015. Amended by P.A. 14-0227, S. 1 of the Connecticut Acts of the 2014 Regular Session, eff. 6/13/2014. Amended by P.A. 14-0217, S. 17 of the Connecticut Acts of the 2014 Regular Session, eff. 6/13/2014. Amended by P.A. 11-0048, S. 17 of the the 2011 Regular Session, eff. 10/1/2011. Amended by P.A. 09-0005, S. 16 of the Sept. 2009 Sp. Sess., eff. 10/5/2009. Amended by P.A. 09-0185, S. 2 of the the 2009 Regular Session, eff. 10/1/2009.

Case Note:

The term "personnel action" encompasses the term "employment action", therefore the human rights referee properly applied standards used in adverse employment actions to the employee's whistle-blower retaliation claims; section does not require extreme measures, such as termination, before its protections are implicated, but, rather, it requires only a personnel action that would dissuade a reasonable employee from whistle-blowing. 135 CA 563 . Because section has a remedial purpose, the failure of an employee to comply with section's prescribed filing period does not divest a human rights referee of subject matter jurisdiction; "any other damages" does not encompass equitable forms of relief, such as an order that requires completion of a professional ethics class, but is confined to compensating victims of whistle-blower retaliation for the economic harm they suffer. 143 CA 839 .

Plain language reading of section includes "sheriffs" and "deputy sheriffs" among those who could be investigated because of legislature's use of the words "state department or agency" within the statute; requirement that Attorney General forward information to Chief State's Attorney if warranted does not make section a criminal statute; power granted to Attorney General under section is not an impermissible intrusion upon powers granted to another department of government. 47 CS 447 .

§ 4-252. Certification requirements for large state contracts

(a) Except as provided in section 10a-151f, on and after July 1, 2021, no state agency or quasi-public agency shall execute a large state contract unless such contract contains the representation described in this section.

(b) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall represent that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(c) Any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large state contract shall represent:

(1) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasipublic agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person.

(d) Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract a notice of the representation requirements of this section.

Source:

(P.A. 04-245, S. 4 ; P.A. 11-229, S. 2 ; P.A. 17-130, S. 6 .)

History:

Amended by P.A. 22-0040, S. 7 of the Connecticut Acts of the 2022 Regular Session, eff. 7/1/2022. Amended by P.A. 21-0076, S. 2 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021. Amended by P.A. 17-0130, S. 6 of the Connecticut Acts of the 2017 Regular Session, eff. 7/1/2017. Amended by P.A. 11-0229, S. 2 of the the 2011 Regular Session, eff. 10/1/2011.

§ 4-252a. [Effective 10/1/2023] Certification re whether making certain investments in Iran

(a) For purposes of this section, "state agency" has the same meaning as provided in section 1-79, "quasi-public agency" has the same meaning as provided in section 1-120, "large state contract" has the same meaning as provided in section 4-250, and "entity" means 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, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity unless such contract contains a certification that such entity has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(c) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract a notice of the certification requirements of this section.

(d) Any entity that makes a good faith effort to determine whether such entity has made an investment described in subsection (b) of this section shall not be deemed to be in breach of the contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

(e) The provisions of this section shall not apply to any contract of the Treasurer as trustee of the Connecticut retirement plans and trust funds, as defined in section 3-13c, provided nothing in this subsection shall be construed to prevent the Treasurer from performing his or her fiduciary duties under section 3-13g.

Source:

(P.A. 13-162, S. 1 .)

**Conn. Gen. Stat. 4-252a [Effective 10/1/2023] Certification re
whether making certain investments in Iran (General Statutes of
Connecticut (2023 Edition))**

History:

Amended by P.A. 23-0037, S. 10 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023. Amended by P.A. 22-0040, S. 8 of the Connecticut Acts of the 2022 Regular Session, eff. 7/1/2022. Amended by P.A. 21-0076, S. 3 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021.

SSOT:

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Conn. Gen. Stat. 4a-60 (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts (General Statutes of Connecticut (2023 Edition))

§ 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts

(a) Except as provided in section 10a-151i, every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

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

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order

Conn. Gen. Stat. 4a-60 (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts (General Statutes of Connecticut (2023 Edition))

issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) Except as provided in section 10a-151i:

(1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (a) of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations, or (C) signing the contract.

(2) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor that has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(d) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person

Conn. Gen. Stat. 4a-60 (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts (General Statutes of Connecticut (2023 Edition))

as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(e) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) who have the power to direct the management and policies of the enterprise, and

(3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless

Conn. Gen. Stat. 4a-60 (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts (General Statutes of Connecticut (2023 Edition))

exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Source:

(February, 1965, P.A. 366, S. 1; 1967, P.A. 284; P.A. 73-279, S. 13; P.A. 74-68; P.A. 76-8; P.A. 78-148, S. 8; P.A. 82-358, S. 7, 10; P.A. 83-569, S. 8, 17; P.A. 84-412, S. 3, 8; 84-418; P.A. 88-351, S. 2, 16; P.A. 89-253, S. 2, 7; P.A. 07-142, S. 9 ; P.A. 09-158, S. 1 ; P.A. 11-55, S. 3 ; 11-129, S. 20 ; 11-229, S. 3 ; June Sp. Sess. P.A. 15-5, S. 63 ; P.A. 17-130, S. 7 ; P.A. 18-75, S. 2 .)

History:

Amended by P.A. 22-0040, S. 5 of the Connecticut Acts of the 2022 Regular Session, eff. 7/1/2022. Amended by P.A. 21-0076, S. 6 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021. Amended by P.A. 18-0075, S. 2 of the Connecticut Acts of the 2018 Regular Session, eff. 7/1/2018. Amended by P.A. 17-0130, S. 7 of the Connecticut Acts of the 2017 Regular Session, eff. 7/1/2017. Amended by P.A. 15-0005, S. 63 of the Connecticut Acts of the 2015 Special Session, eff. 10/1/2015. Amended by P.A. 11-0229, S. 3 of the the 2011 Regular Session, eff. 10/1/2011. Amended by P.A. 11-0055, S. 3 of the the 2011 Regular Session, eff. 10/1/2011. Amended by P.A. 09-0158, S. 1 of the the 2009 Regular Session, eff. 6/30/2009.

Cross Reference Note:

See Sec. 1-1f for definitions of "blind" and "physically disabled".

See Sec. 1-1g for definition of "intellectual disability".

See Sec. 46a-68b for definition of "public works contract".

**Conn. Gen. Stat. 4a-60a Provisions re nondiscrimination on the
basis of sexual orientation required in awarding agency,
municipal public works and quasi-public agency project contracts
(General Statutes of Connecticut (2023 Edition))**

§ 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts

(a) Except as provided in section 10a-151i, every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) Except as provided in section 10a-151i:

(1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision in the contract certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in conformance with the nondiscrimination requirements of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this

**Conn. Gen. Stat. 4a-60a Provisions re nondiscrimination on the
basis of sexual orientation required in awarding agency,
municipal public works and quasi-public agency project contracts
(General Statutes of Connecticut (2023 Edition))**

obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations, or (C) signing the contract.

(2) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(c) For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(d) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, 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 contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Source:

(P.A. 91-58, S. 16 ; 91-407, S. 8, 42 ; P.A. 07-142, S. 10 ; P.A. 09-158, S. 2 ; P.A. 11-229, S. 4 ; June Sp. Sess. P.A. 15-5, S. 64 ; P.A. 17-130, S. 8 .)

History:

Conn. Gen. Stat. 4a-60a Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts (General Statutes of Connecticut (2023 Edition))

Amended by P.A. 23-0204, S. 427 of the Connecticut Acts of the 2023 Regular Session, eff. 6/12/2023. Amended by P.A. 21-0076, S. 7 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021. Amended by P.A. 17-0130, S. 8 of the Connecticut Acts of the 2017 Regular Session, eff. 7/1/2017. Amended by P.A. 15-0005, S. 64 of the Connecticut Acts of the 2015 Special Session, eff. 10/1/2015. Amended by P.A. 11-0229, S. 4 of the the 2011 Regular Session, eff. 10/1/2011. Amended by P.A. 09-0158, S. 2 of the the 2009 Regular Session, eff. 6/30/2009.

Cross Reference Note:

See Sec. 46a-68b for definition of "public works contract".

Conn. Gen. Stat. 4a-81 Contracts for goods and services over fifty thousand dollars. Affidavit by bidder or vendor re consulting agreements. Failure to submit. Disqualification (General Statutes of Connecticut (2023 Edition))

§ 4a-81. Contracts for goods and services over fifty thousand dollars. Affidavit by bidder or vendor re consulting agreements. Failure to submit. Disqualification

(a) Except as provided in section 10a-151f, no state agency or quasipublic agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless such contract contains the representations described in subsection (b) of this section.

(b)

(1) Each contract described in subsection (a) of this section shall include a representation whether any consulting agreement has been entered into in connection with any such contract. Such representation shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. As used in this section, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such contract is executed in accordance with the provisions of this section.

(2) Such representation shall be made to the best knowledge and belief of the person signing the contract and shall be subject to the penalty of false statement as provided in section 53a-157b.

(3) If such representation indicates that a consulting agreement has been entered into in connection with any such contract, such representation shall include or attach the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such representation shall indicate his or her former agency and the date such employment terminated.

Conn. Gen. Stat. 4a-81 Contracts for goods and services over fifty thousand dollars. Affidavit by bidder or vendor re consulting agreements. Failure to submit. Disqualification (General Statutes of Connecticut (2023 Edition))

(c) Each state agency and quasi-public agency shall include a notice of the representation requirements of this section in the bid specifications or request for proposals for any contract that is described in subsection (a) of this section.

(d) If a bidder or vendor refuses to agree to the representations required under subsections (a) and (b) of this section, such bidder or vendor shall be rejected and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

Source:

(P.A. 05-287, S. 51 ; P.A. 11-229, S. 5 ; P.A. 17-130, S. 10 .)

History:

Amended by P.A. 22-0040, S. 6 of the Connecticut Acts of the 2022 Regular Session, eff. 7/1/2022. Amended by P.A. 21-0076, S. 4 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021. Amended by P.A. 17-0130, S. 10 of the Connecticut Acts of the 2017 Regular Session, eff. 7/1/2017. Amended by P.A. 11-0229, S. 5 of the the 2011 Regular Session, eff. 10/1/2011.

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

§ 9-612. (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members

(a) No individual shall make a contribution or contributions in any one calendar year in excess of fifteen thousand dollars to the state central committee of any party, or for the benefit of such committee pursuant to its authorization or request; or two thousand dollars to a town committee of any political party, or for the benefit of such committee pursuant to its authorization or request; or two thousand dollars to a legislative caucus committee or legislative leadership committee, or one thousand dollars to any other political committee other than (1) a political committee formed solely to aid or promote the success or defeat of a referendum question, (2) an exploratory committee, (3) a political committee established by an organization, or for the benefit of such committee pursuant to its authorization or request, or (4) a political committee formed by a slate of candidates in a primary for the office of justice of the peace of the same town.

(b) No individual shall make a contribution to a political committee established by an organization which receives its funds from the organization's treasury. With respect to a political committee established by an organization which has complied with the provisions of subsection (b) or (c) of section 9-614, and has elected to receive contributions, no individual other than a member of the organization may make contributions to the committee, in which case the individual may contribute not more than seven hundred fifty dollars in any one calendar year to such committee or for the benefit of such committee pursuant to its authorization or request.

(c) In no event may any individual make contributions to a candidate committee and a political committee formed solely to support one candidate other than an exploratory committee or for the benefit of a candidate committee and a political committee formed solely to support one candidate pursuant to the authorization or request of any such committee, in an amount which in the aggregate is in excess of the maximum amount which may be contributed to the candidate.

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

(d) Any individual may make unlimited contributions or expenditures to aid or promote the success or defeat of any referendum question, provided any individual who makes an expenditure or expenditures in excess of one thousand dollars to promote the success or defeat of any referendum question shall file statements according to the same schedule and in the same manner as is required of a treasurer of a political committee under section 9-608.

(e)

(1) As used in this subsection and subsection (f) of section 9-608, (A) "investment services" means investment legal services, investment banking services, investment advisory services, underwriting services, financial advisory services or brokerage firm services, and (B) "principal of an investment services firm" means (i) an individual who is a director of or has an ownership interest in an investment services firm to which the State Treasurer pays compensation, expenses or fees or issues a contract, except for an individual who owns less than five per cent of the shares of an investment services firm, (ii) an individual who is employed by such an investment services firm as president, treasurer, or executive vice president, (iii) an employee of such an investment services firm who has managerial or discretionary responsibilities with respect to any investment services provided to the State Treasurer, (iv) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (v) a political committee established or controlled by an individual described in this subparagraph.

(2) No principal of an investment services firm shall make a contribution to, or solicit contributions on behalf of, an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State Treasurer during the term of office of the State Treasurer who pays compensation, expenses or fees or issues a contract to such firm. The provisions of this subdivision shall apply only to contributions and the solicitation of contributions that are not prohibited under subdivision (2) of subsection (f) of this section.

(3) Neither the State Treasurer, the Deputy State Treasurer, any unclassified employee of the office of the State Treasurer acting on behalf of the State Treasurer or Deputy State Treasurer, any candidate for the office of State Treasurer, any member of the Investment Advisory Council established under section 3-13b nor any agent of any such candidate may knowingly,

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

wilfully or intentionally solicit contributions on behalf of an exploratory committee or candidate committee established by a candidate for nomination or election to any public office, a political committee or a party committee, from a principal of an investment services firm. The provisions of this subdivision shall apply only to contributions and the solicitation of contributions that are not prohibited under subdivision (3) of subsection (f) of this section.

(4) No member of the Investment Advisory Council appointed under section 3-13b shall make a contribution to, or solicit contributions on behalf of, an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State Treasurer.

(5) The provisions of this subsection shall not restrict an individual from establishing an exploratory or candidate committee or from soliciting for and making contributions to a town committee or political committee that the candidate has designated in accordance with subsection (b) of section 9-604, for the financing of the individual's own campaign or from soliciting contributions for such committees from persons not prohibited from making contributions under this subsection.

(f)

(1) As used in this subsection and subsections (g) and (h) of this section:

(A) "Quasi-public agency" has the same meaning as provided in section 1-120.

(B) "State agency" means any office, department, board, council, commission, institution or other agency in the executive or legislative branch of state government.

(C) "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

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

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.

(D) "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.

(E) "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.

(F) "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

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

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.

(G) "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.

(H) "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.

(I) "Rendition of services" means the provision of any service to a state agency or quasi-public agency in exchange for a fee, remuneration or compensation of any kind from the state or through an arrangement with the state.

(J) "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.

(K) "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

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

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.

(L) "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.

(2)

(A) 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 a state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to, or, on and after January 1, 2011, 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;

(B) 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 a state contract solicitation with or from the General

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

Assembly or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to, or, on and after January 1, 2011, 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 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;

(C) If a state contractor or principal of a state contractor makes or solicits a contribution as prohibited under subparagraph (A) or (B) of this subdivision, as determined by the State Elections Enforcement Commission, the contracting state agency or quasi-public agency may, in the case of a state contract executed on or after February 8, 2007, void the existing contract with such contractor, and no state agency or quasi-public agency shall award the state contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited unless the commission determines that mitigating circumstances exist concerning such violation. No violation of the prohibitions contained in subparagraph (A) or (B) of this subdivision shall be deemed to have occurred if, and only if, the improper contribution is returned to the principal by the later of thirty days after receipt of such contribution by the recipient committee treasurer or the filing date that corresponds with the reporting period in which such contribution was made;

(D) If a prospective state contractor or principal of a prospective state contractor makes or solicits a contribution as prohibited under subparagraph (A) or (B) of this subdivision, as determined by the State Elections Enforcement Commission, no state agency or quasi-public agency shall award the prospective state contractor the contract described in the state contract solicitation or any other state contract for one year after the election for which such contribution is made or solicited unless the commission determines that mitigating circumstances exist concerning such violation. The Commissioner of Administrative Services shall notify applicants of the provisions of this subparagraph and subparagraphs (A) and (B) of this subdivision during the prequalification application process;

(E) The State Elections Enforcement Commission shall make available to each state agency and quasi-public agency a written notice advising state contractors and prospective state contractors of the contribution and

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

solicitation prohibitions contained in subparagraphs (A) and (B) of this subdivision. Such notice shall:

- (i) Direct each state contractor and prospective state contractor to inform each individual described in subparagraph (F) of subdivision (1) of this subsection, with regard to such state contractor or prospective state contractor, about the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph;
 - (ii) inform each state contractor and prospective state contractor of the civil and criminal penalties that could be imposed for violations of such prohibitions if any such contribution is made or solicited;
 - (iii) inform each state contractor and prospective state contractor that, in the case of a state contractor, if any such contribution is made or solicited, the contract may be voided;
 - (iv) inform each state contractor and prospective state contractor that, in the case of a prospective state contractor, if any such contribution is made or solicited, the contract described in the state contract solicitation shall not be awarded, unless the commission determines that mitigating circumstances exist concerning such violation; and
 - (v) inform each state contractor and prospective state contractor that the state will not award any other state contract to anyone found in violation of such prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the commission determines that mitigating circumstances exist concerning such violation. Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a state contract, a copy of or Internet link to such notice. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice; and
- (F)
- (i) Any principal of the state contractor or prospective state contractor submitting a bid or proposal for a state contract shall 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

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

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 this subdivision, 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.

(ii) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a state contract a notice of the certification requirements of this subparagraph. No state agency or quasi-public agency shall execute a state contract unless the state agency or quasi-public agency obtains the written certification described in this subparagraph.

(iii) Any principal of the state contractor or prospective state contractor submitting a bid or proposal for a state contract shall disclose on the certification all contributions made by any of its principals to 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 for a period of four years prior to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all such contributions have been disclosed.

(3)

(A) On and after December 31, 2006, neither the Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, any candidate for any such office nor any agent of any such official or candidate shall knowingly, wilfully or intentionally solicit contributions on behalf of an exploratory committee or candidate committee established by a candidate for nomination or election to any public office, a political committee or a party committee, from a person who he or she knows is prohibited from making contributions, including a principal of a state contractor or prospective state contractor with regard to a state

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder of a valid prequalification certificate.

(B) On and after December 31, 2006, neither a member of the General Assembly, any candidate for any such office nor any agent of any such official or candidate shall knowingly, wilfully or intentionally solicit contributions on behalf of an exploratory committee or candidate committee established by a candidate for nomination or election to any public office, a political committee or a party committee, from a person who he or she knows is prohibited from making contributions, including a principal of a state contractor or prospective state contractor with regard to a state contract solicitation with or from the General Assembly or a holder of a valid prequalification certificate.

(4) The provisions of this subsection shall not apply to the campaign of a principal of a state contractor or prospective state contractor or to a principal of a state contractor or prospective state contractor who is an elected public official.

(5) Each state contractor and prospective state contractor shall make reasonable efforts to comply with the provisions of this subsection. If the State Elections Enforcement Commission determines that a state contractor or prospective state contractor has failed to make reasonable efforts to comply with this subsection, the commission may impose civil penalties against such state contractor or prospective state contractor in accordance with subsection (a) of section 9-7b.

(g)

(1) Not later than thirty days after February 8, 2007, each state agency and quasi-public agency shall prepare and forward to the State Elections Enforcement Commission, on a form prescribed by said commission, a list of the names of the state contractors and prospective state contractors with which such agency is a party to a contract, and any state contract solicitations or prequalification certificates issued by the agency. Not less than once per month, each state agency and quasi-public agency shall forward to said commission, on a form prescribed by the commission, any changes, additions or deletions to said lists, not later than the fifteenth day of the month.

(2) Not later than sixty days after February 8, 2007, the State Elections Enforcement Commission shall (A) compile a master list of state contractors

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

and prospective state contractors for all state agencies and quasi-public agencies, based on the information received under subdivision (1) of this subsection, (B) publish the master list on the commission's Internet web site, and (C) provide copies of the master list to treasurers upon request. The commission shall update the master list every month.

(h) The State Contracting Standards Board shall study subcontracts for state contracts and, not later than February 1, 2010, submit proposed legislation for extending the provisions of this subsection to such subcontracts to the joint standing committee of the General Assembly having cognizance of matters relating to elections.

(i)

(1) As used in this subsection:

(A) "Quasi-public agency" has the same meaning as provided in section 1-120.

(B) "Unclassified service" has the same meaning as provided in section 5-196.

(2) On and after December 31, 2006:

(A) No executive head of a state agency in the executive branch, executive head of a quasi-public agency, deputy of any such executive head, other full-time official or employee of any such state agency or quasi-public agency who is appointed by the Governor, other full-time official or employee of any such state agency or quasi-public agency who is in the unclassified service, or member of the immediate family of any such person, shall make a contribution or contributions (i) to, or for the benefit of, any candidate's campaign for nomination at a primary or election to the office of Governor or Lieutenant Governor, in excess of one hundred dollars for each such campaign, or (ii) to a political committee established by any such candidate, in excess of one hundred dollars in any calendar year;

(B) No official or employee of the office of the Attorney General, State Comptroller, Secretary of the State or State Treasurer who is in the unclassified service, or member of the immediate family of any such person, shall make a contribution or contributions (i) to, or for the benefit of, any candidate's campaign for nomination at a primary or election to the office in which such official or employee serves, in excess of one hundred dollars for

Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2023 Edition))

each such campaign, or (ii) to a political committee established by any such candidate, in excess of one hundred dollars in any calendar year; and

(C) No member of a caucus staff for a major party in the Senate or House of Representatives, or member of the immediate family of such person, shall make a contribution or contributions (i) to, or for the benefit of, any candidate's campaign for nomination at a primary or election to the office of state senator or state representative, in excess of one hundred dollars for each such campaign, (ii) to a political committee established by any such candidate, in excess of one hundred dollars in any calendar year, or (iii) to a legislative caucus committee or a legislative leadership committee, in excess of one hundred dollars in any calendar year.

Source:

(P.A. 86-99, S. 15, 34; P.A. 91-351, S. 14, 19, 28 ; P.A. 95-188, S. 2 ; June 18 Sp. Sess. P.A. 97-5, S. 12, 19 ; P.A. 00-43, S. 18, 19 ; P.A. 02-130, S. 11 ; P.A. 03-241, S. 14 ; Oct. 25 Sp. Sess. P.A. 05-5, S. 31, 32 ; P.A. 06-137, S. 26, 28 ; P.A. 07-1, S. 1 ; 07-202, S. 9 ; P.A. 08-2, S. 10 -12; P.A. 09-234, S. 13 ; P.A. 10-187, S. 6 ; July Sp. Sess. P.A. 10-1, S. 10; June 12 Sp. Sess. P.A. 12-2, S. 51 ; P.A. 13-180, S. 7 ; P.A. 14-182, S. 11 .)

History:

Amended by P.A. 23-0205, S. 190 of the Connecticut Acts of the 2023 Regular Session, eff. 6/29/2023. Amended by P.A. 21-0076, S. 5 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021. Amended by P.A. 14-0182, S. 11 of the Connecticut Acts of the 2014 Regular Session, eff. 6/12/2014.

§ 31-57b. Awarding of contracts to occupational safety and health law violators prohibited

No contract shall be awarded by the state or any of its political subdivisions to any person or firm or any firm, corporation, partnership or association in which such persons or firms have an interest (1) which has been cited for three or more wilful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty of not less than five hundred dollars nor more than five thousand dollars and shall be disqualified from bidding on or participating in a contract with the state or any of its political subdivisions for five years from the date of the final determination that the information is false. Any political subdivision or any state agency receiving false information pursuant to this section shall notify the Commissioner of Administrative Services and, upon receipt of such notice, the commissioner shall conduct a hearing in accordance with the provisions of chapter 54. Upon a determination that false information was provided, the commissioner shall impose a civil penalty in accordance with the provisions of this section. Such civil penalty shall be paid to the Treasurer or to an official of the political subdivision, as the case may be. Any civil penalty imposed pursuant to this section may be collected in a civil proceeding by any official of a political subdivision authorized to institute civil actions or, in the case of the state, by the attorney general, upon complaint of the Commissioner of Administrative Services.

Source:

(P.A. 89-367, S. 6.)