



Connecticut Housing Finance Authority

Request for Proposals
“Authorized Delegate”
for Connecticut’s Low-
Income Housing Tax
Credit Portfolio and
other CHFA Properties

October 2018



REQUEST FOR PROPOSALS
“AUTHORIZED DELEGATE” FOR CONNECTICUT’S LOW-INCOME HOUSING TAX CREDIT PORTFOLIO
AND OTHER CHFA PROPERTIES

Table of Contents

OVERVIEW	1
BACKGROUND	1
OBJECTIVES	2
SCOPE OF SERVICES.....	2
COMPENSATION	2
EXPERIENCE AND QUALIFICATIONS	2
SUBMISSION REQUIREMENTS.....	3
DIRECTIONS FOR SUBMISSION.....	5

REQUEST FOR PROPOSALS
2019-2021
“AUTHORIZED DELEGATE” FOR CONNECTICUT’S LOW-INCOME HOUSING TAX CREDIT PORTFOLIO
AND OTHER CHFA PROPERTIES

The Connecticut Housing Finance Authority ("CHFA") requests proposals from qualified firms to serve as CHFA’s “Authorized Delegate” to perform compliance monitoring functions set forth in Section 42 of the Internal Revenue Code (“Code”) and Section 1.42-5 of Title 26 of the Code of Federal Regulations (“Regulations”) for certain Low-Income Housing Tax Credit (“LIHTC”) portfolio units in addition to compliance monitoring services for certain Non-LIHTC CHFA properties that have restrictive covenants. CHFA will not reimburse for any expenses incurred in connection with this Request for Proposals (“RFP”) including, but not limited to, the cost of preparing the initial response and any additional information requested or travel expenses relating to an 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 the 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.

BACKGROUND

CHFA serves as the housing credit monitoring agency for the LIHTC program for the State of Connecticut. In that capacity, CHFA may elect to delegate all or part of the compliance monitoring responsibilities outlined in the Regulations, to an agent or private contractor (“Authorized Delegate”). CHFA may also elect to delegate compliance monitoring responsibilities on other properties that have restrictive covenants and are not in the LIHTC portfolio. The current LIHTC portfolio for the State of Connecticut is comprised of approximately 147 developments and 11,594 qualified units in the initial compliance period, and approximately 116 developments and 7,218 qualified units in post-year 2015. The current

non-LIHTC properties with restrictive covenants are comprised of approximately 38 developments and approximately 3,796 qualified units.

Attached are: (1) Task Allocation List for LIHTC Compliance Monitoring (Exhibit A); (2) Task Allocation List for CHFA Non-LIHTC Properties with Restrictive Covenants (Exhibit A-1); (3) List of LIHTC portfolio properties (Exhibit B); (4) List of CHFA Non-LIHTC Properties with Restrictive Covenants (Exhibit B-1); (5) Sample LIHTC Scoring Summary (Exhibit C); (6) CHFA Insurance Requirements (Exhibit D); (7) CHFA Affidavits (Exhibit E); and (8) Statutory Provisions (Exhibit F). This information is provided expressly for the purpose of responding to this RFP. CHFA may add or delete the listings of individual properties and makes no representations as to the terms or existence of particular restrictions.

SCOPE OF SERVICES

The scope of services to be rendered will include but not be limited to the following responsibilities:

As CHFA's "Authorized Delegate," the Contractor will perform all compliance monitoring functions as set forth in the Code, Regulations, CHFA Guidelines applicable throughout the contract term that are located on CHFA's website, and the attached Task Allocation Lists (Exhibits A and A-1).

Contractor shall perform tasks as shown on the Task Allocation Lists (Exhibit A and Exhibit A-1). The services shall be completed within the time period(s) specified.

COMPENSATION

1. The term of Agreement shall commence on January 1, 2019 and continue to December 31, 2021 unless the Agreement is terminated in accordance with its terms and provisions.
2. CHFA will pay a fixed payment for the entire portfolio for the term of the contract payable in 12 equal quarterly installments commencing in April 2019.
3. Contractor shall submit all requests for payment in writing at the end of each calendar quarter after the quarterly review with CHFA commencing in April 2019.

EXPERIENCE AND QUALIFICATIONS

Interested firms seeking to become an "Authorized Delegate" for compliance monitoring should have and provide evidence of:

1. A minimum of ten (10) years of LIHTC compliance monitoring program experience, including, but not limited to performing compliance monitoring audits for state agencies, syndicators, and/or partnerships.
2. Demonstrate that key personnel have taken LIHTC and related courses offered by recognized industry professional organizations.
3. LIHTC certificates and/or designations offered by recognized industry professional organizations.
4. Working knowledge of the Code, Regulations, and Connecticut's Qualified Allocation Plan ("QAP").

SUBMISSION REQUIREMENTS

The proposal must include the following items:

1. A cover letter signed by an individual authorized to enter into a contract with CHFA on behalf of the firm.
2. Resumes of key staff to be assigned to the contract.
3. Identification of the individual who will have primary responsibility for the Connecticut contract.
4. Listing of LIHTC comparable work and program experience for the past ten years.
5. Samples of LIHTC compliance monitoring reports. The selected firm shall be responsible for establishing, maintaining, reviewing, ensuring the accuracy of, and presenting compliance monitoring reports to CHFA on a quarterly basis.
6. Completion in its entirety of the Task Allocation List, attached as Exhibit A and A-1, to identify hours allocated to complete each major task within the parameters of the Code, Regulations and Connecticut's QAP.
7. Proposed contract fee covering the entire three-year period commencing on January 1, 2019 and terminating on December 31, 2021.
8. Description of 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 so register if your firm is awarded this contract.

9. Identification of all relationships with owners, agents, or developers of LIHTC or Tax-Exempt Bond financed projects in Connecticut listed in Exhibits B and B-1 in order to evaluate and prevent any potential conflict of interest.
10. Provide current documentation regarding your firm's insurance as set forth in Exhibit D.
11. Description of 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 RFP.
12. Submit specific information regarding your company's commitment to Affirmative Action. Please include at a minimum formal internal hiring practices and discussion of working relationships with women and minority owned companies. Please include your company's most recent Equal Employment Opportunity Commission report, if required to file.
13. Selected firms must comply with CHFA and State Ethics requirements, laws and regulations. Persons seeking to do business with CHFA are required to comply with the attached ethics statement and the applicable provisions of the Code of Ethics and Code of Ethics for Lobbyists incorporated therein by reference. An authorized signatory of the firm submitting qualifications shall execute and submit with the proposal the attached certifications (attached as Exhibit E) regarding Connecticut General Statutes sections 4-250 and 4-252a. In addition, an authorized signatory of the firm awarded this contract shall execute the attached CHFA statutory provisions, affidavits and certifications, attached for informational purposes as Exhibit F.

Responses must be signed under penalty of false statement, Connecticut General Statutes 53a-157b.

DIRECTIONS FOR SUBMISSION

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

1. All inquiries should be directed to Shelly Mondo at RFP.RFQ@chfa.org no later than November 13, 2018. Firms submitting a proposal should not contact members of the Board of Directors or CHFA staff, which may be grounds for elimination from consideration.
2. Submissions can be sent electronically (not to exceed 25 MB) to RFP.RFQ@chfa.org OR one original copy delivered to Shelly Mondo at CHFA, 999 West Street, Rocky Hill, CT 06067-4005 no later than 12:00 p.m. on November 28, 2018. **Faxed responses will not be considered.**
3. 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 proposals received in response to this request;
- b. Negotiate the fees contained in any proposal;
- c. Waive or modify any irregularities in proposals received;
- d. Award contracts in any manner necessary to serve the best interest of CHFA and the State of Connecticut, without obligation to accept a proposal based upon the lowest fee schedule; and
- e. 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. Failure to comply with the requirements of this RFP may result in CHFA's rejection of a proposal.

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

Exhibit A

Task Allocation List Compliance Monitoring for Low-Income Housing Tax Credit Portfolio

Compliance Monitoring Functions:

General Administrative

The Consolidated Appropriations Act of 2018 establishes income averaging as a new minimum set-aside election for new LIHTC developments. It allows LIHTC qualified units to serve households earning as much as 80% of the Area Median Income (“AMI”) so long as the average income limited of qualified units is 60% of less of AMI. The Authorized Delegate shall ensure that each eligible property adheres to both the IRS and CHFA regulations and provides guidance and audit oversight for such regulations.

Authorized Delegate shall:

- Maintain and/or create CHFA Owners’ Compliance Monitoring Manual.
- Develop a plan that is in compliance with the Low-Income Housing Tax Credit (“LIHTC”) Qualified Allocation Plan (“QAP”), CHFA Procedures and the Internal Revenue Service (“IRS”) requirements applicable during the term of the contract.
- Review and approve alternative utility allowance methodologies in accordance with CHFA Guidelines applicable during the term of the contract.
- Be responsible for oversight for each property relative to awarded points on the respective LIHTC application. Specifically, Authorized Delegate shall ensure property specific programs, amenities, set-asides, physical requirements and any such application specific requirements are instituted, supported and such record keeping is in place.
- Conduct semi-annual compliance conference with the owner and agent to outline compliance reporting requirements.
- Develop and maintain a data base of statistical units and tenant information and shall provide supporting documentation as required by CHFA.
- Electronically transmit tenant data, including unit history reports, in a format acceptable to CHFA and in accordance with LIHTC program requirements.
- Maintain unit compliance files for all projects.
- Create and utilize an email broadcast system for communication with owners and agents.
- Calculate income limits when issued by the United States Department of Housing and Urban Development (“HUD”) and email to owners and agents and post to CHFA’s website.
- Provide a Connecticut compliance monitoring website.
- Meet with CHFA quarterly to review monitoring efforts for the previous quarter and shall provide written status reports in a manner acceptable to CHFA.
- Collect and review the owners’ annual certification package.
- Provide owners with sufficient notification of a pending inspection/review.
- Prepare reports of noncompliance (Form 8823) for CHFA review and signature.

- Follow-up corrected/noncorrected noncompliance and report no less than quarterly to CHFA accordingly.
- Implement an additional review policy in conformance with the QAP.
- Recognize, research and analyze complex compliance issues and report to CHFA.
- Participate in conference calls or meetings with CHFA and/or owners/agents to facilitate resolving compliance issues.
- Provide year-end summary of compliance monitoring tasks performed.

Total Anticipated Hours: _____

Hourly Fees: _____

Total General Administrative Fees: _____

File Reviews

Authorized Delegate shall:

- Provide three-year plan for property file review.
- Conduct file reviews for qualified units by the end of the second year following the last building Placed in Service (“PIS”), in accordance with IRS requirements applicable during the term of the contract.
- Conduct file reviews of the qualified tenant files in designated projects every three years in accordance with IRS requirements applicable during the term of the contract.
- Prepare reports of noncompliance for CHFA review and signature.
- Transmit reports of noncompliance to Owners and Agents.
- Confirm owner maintains records in accordance with the recordkeeping and record retention provision of the IRS.
- Follow-up corrected/noncorrected noncompliance and report to CHFA accordingly.

Total Anticipated Hours: _____

Hourly Fees: _____

Total File Review Fees: _____

Building and Unit Inspections

Inspections will determine whether the buildings and units satisfy the Uniform Physical Condition Standards (“UPCS”) for public housing as established by HUD (24CFR 5.703). Authorized Delegate shall:

- Provide three-year plan for inspecting buildings plus common areas, grounds and building exteriors in the qualified units in the CHFA LIHTC portfolio, in accordance with IRS requirements applicable during the term of the contract.
- Conduct inspections of buildings plus common areas, grounds and building exteriors in the qualified units in designated projects by the end of the second year following the last building PIS, in accordance with IRS requirements applicable during the term of the contract.

- Conduct inspections of buildings plus common areas, grounds and all building exteriors in the qualified units in designated projects every three years, in accordance with IRS requirements applicable during the term of the contract.
- Collect reports of building, health or safety violations from project owner.
- Prepare reports of noncompliance for CHFA review and signature.
- Transmit reports of noncompliance to owners and Agents.
- Follow-up corrected/noncorrected noncompliance and report to CHFA accordingly.

Authorized Delegate may use HUD REAC inspection reports that are issued in accordance with the IRS as supplemental information.

Total Anticipated Hours: _____

Hourly Fees: _____

Total Building and Unit Inspection Fees: _____

Year 15 Monitoring

Authorized Delegate shall:

- Provide three-year plan for review of files, buildings and units for properties in the extended use period.
- Conduct file reviews for the qualified tenant files in an extended use project every five years in accordance with the IRS requirements applicable during the contract term.
- Conduct inspections of buildings, plus all common areas, grounds and all building exteriors in designated projects in an extended use period and the qualified units in that project every five years in accordance with the IRS requirements applicable during the contract term.
- Prepare reports of noncompliance for CHFA review and signature.
- Transmit reports of noncompliance to owners and agents.
- Confirm owner maintains records in accordance with the recordkeeping and record retention provision of the IRS.
- Follow-up corrected/noncorrected noncompliance and report to CHFA accordingly.

Total Anticipated Hours: _____

Hourly Fees: _____

Total Year 15 Monitoring Fees: _____

Exhibit A-1

Task Allocation List Compliance Monitoring for CHFA Non-Low-Income Housing Tax Credit Properties with Restrictive Covenants

Authorized Delegate shall perform the following monitoring functions for Non-Low Income Housing Tax Credit (“LIHTC”) properties with restrictive covenants and projects in the portfolio which will be reviewed on a three-year cycle:

File Review

Authorized Delegate will review at least 10% of the qualified tenant files and records for each project assigned for the year. Reviews will include the following:

- Obtaining and reviewing the list of qualified and market rate units including tenant name and unit number;
- Reviewing rent schedules to see if approved by CHFA;
- Confirming income limits and qualified rent levels;
- Confirming that the required number of units are occupied or available to qualified tenants;
- Confirming the percentage of residential rental units in the building that are qualified as defined by program guidelines;
- Confirming the rent charged on each residential rental unit in the building, including utility allowance;
- Reviewing the move-in and most recent certification for each unit;
- Reviewing documentation verifying household income eligibility at move-in and most recent recertification; and
- Reviewing the additional restrictions, as stated in the project’s extended use agreement/restrictive covenant/Land Use Restrictive Agreement.

Authorized Delegate will report quarterly to CHFA and the owner/management agent.

Total Anticipated Hours: _____

Hourly Fees: _____

Total File Review Fees: _____

Physical Inspections

For all units selected for file review, Authorized Delegate shall conduct physical inspections of those same units equaling 20% of the units, plus all common areas, grounds, and all building exteriors in designated projects. Inspections will determine whether the buildings and units satisfy the Uniform Physical Condition Standards (“UPCS”) for Public Housing as established by HUD (24CFR 5.703). State building codes and fair housing regulations will also be enforced. Authorized Delegate will take, maintain, and provide CHFA with digital pictures of each property to include general

appearance, signage, and major issues. All Authorized Delegate employees working on this contract must have received certifications in UPCS inspections.

Total Anticipated Hours: _____

Hourly Fees: _____

Total Physical Inspection Fees: _____

Monitoring Procedures

CHFA's monitoring procedures for the Authorized Delegate are as follows:

- Authorized Delegate shall make contact with owner/property and schedule a review. Initial contact is made to the owner of record. Authorized Delegate should utilize a questionnaire format to assess and qualify items such as total number of buildings, total number of rental units, total number of units covered by the program, and all pertinent addresses, phone numbers and e-mail addresses. At this time Authorized Delegate should inform the owner of CHFA's on-site procedures and what can be expected from the review.
- Authorized Delegate must send a confirmation letter confirming in writing what was discussed with the owner, reaffirming any requirements that must be met at the time of review and documentation that must be present.
- Upon arriving at the site file audit and physical inspection are performed by Authorized Delegate. File reviews are performed on proprietary software.
- At the completion of the file review and physical inspection Authorized Delegate findings and concerns are written in a findings letter which is sent to the owner/ management agent after review by CHFA. Prior to any report being released by Authorized Delegate, it undergoes at least one - and usually two – levels of quality review by CHFA.

All findings letters identify potential non-compliance. Owners have a thirty-day period to respond to any items cited or to inquire about items they may have questions on.

- All responses to the findings letters are reviewed, culminating in either a close-out letter or further enforcement action by CHFA.
- Authorized Delegate will report to CHFA on a continual basis all outstanding or ongoing issues. CHFA will be provided with copies of all issued reports.

EXHIBIT B
LIHTC PORTFOLIO PROPERTIES

LIHTC #	Property Name
89601	Deerfield Village
91014	Primrose Village
90028	Summitwoods
91058	William Warner Village
92003	Carriage Square Apts
91002	Deer Meadow
91024	Renaissance Plaza
91012	Blake Street Homes
91027	Country Place
91035	N. Grosvenordale Housing (aka River Mill)
92019	Country Place of Colchester
94014	Primrose Crossing
94033	Country Place Phase II
94037	Deerfield Village II
93008	Hart Street Apartments
94016	Heritage Glen
95002	Liberty Commons
94013	Riverbend Apartments
94031	Sherman Manor
93021	St. Mary's School (aka Grove St)
94003	Townley Street
94017	30 West Drive
94027	53-55 Stillwater Avenue
95010	Hubbard Woods Mutual Housing
94042	Hudson View Commons
94021	Kensington Square II
95019	Ledgewood Apartments
94006	Maplewood School
95003	Northside Terrace
94001	Elton, The
94035	Woodward Cliffs
96005	40 South Main/New City Hotel
96019	Artspace- Hartford
95036	Atlantic, The
96040	Bradley I
96041	Bradley II
96002	Brick Row
96039	Byam Village
96009	Cedar Hill
96024	Clearview Apartments
96035	Crescent Building
96037	Hanover Towers
96038	Harbor Towers

EXHIBIT B
LIHTC PORTFOLIO PROPERTIES

95030	Hudson/Park Project
96036	Maple Hill
95015	Mary Seymour Apts (aka My Sisters' Place Apartments)
96028	Monica Apartments
95008	Parsonage Cottage
96001	Colony, The
95004	Marvin, The (aka Old Marvin School)
96034	Atlantic Park
97001	Fairfield Ave Apts (aka Alpha Supporting Housing)
96023	Frog Hollow Homes, Inc.
97004	Jordan Brook Terrace
96015	Richard Street Cooperative
97007	Sunset Ridge
96022	Yale Street Commons
97009	Bridgeport YMCA (aka Harrison)
98016	Easton Place
97024	Elm Haven - Block B
97008	Old Farms Crossing
98009	Palace View Senior Hsg.
97006	Union Street Co-op
97003	Washington Park Apts
99012	Dillon Place
98001	Elm Haven - Block C
99032	Rolling Ridge
99033	Stratfield Apts
98010	Whispering Pines Phase I & II
98011	Y House
00001	Artspace Norwich
99018	Guilford II
99008	Hunter's Ridge
98032	Park Sq. West
99025	Redstone
99027	Silver Pond
99023	Sleeping Giant
99026	Southford Park
99015	Southwood Square/Southwood Village (aka Southfield Village)
97032	Glen, The
99028	Willowcrest
01027	Franklin Square
99007	Harrison Square
01006	Huntington Place (Phase 2)
00024	Mill Pond
01003	Monterey Gregory St. Block A-I
00009	Monterey Place (Phase 2) Block I
00016	Orchard Ridge

EXHIBIT B
LIHTC PORTFOLIO PROPERTIES

01001	Park City Residential Care
00002	Southwood Square I
99020	Webster Street
99017	Wethersfield Commons
01024	South Common
01010	Southwood Square II
91016	Ninth Square
93003	106-108 West Cedar Street
94030	730 George Street
96026	Hill Housing Rehab Project
96006	Westwoods II
97025	Griswold Hills of Newington
97030	Rippowam Park Apts.
98020	Meadow Landing
98033	Saranor Apartments
97021	Hidden Brook (aka Imperial Homes)
98018	Florence Virtue Homes
98012	Union School Senior
00007	Huntington Place
99029	Hedgewood
99024	Kingswood
00017	River Ridge
98031	Monterey Place Phase I B (aka Elm Haven Homes - One)
01011	Birch Meadow
01002	Carter Court Cooperative (aka Full Circle)
00014	Park Terrace II
99030	Summer Brook (aka Flanders East)
01018	Washington Court
01004	Watson Farm
01009	Artspace Bridgeport (aka Sterling Lofts)
01016	Blind Brook
02012	Boulder Ridge
02002	Cityscape Apartments
03004	Herbert T. Clark House
02004	Laurel Commons
02005	Safe Haven
03010	Sana Apartments (High Rise)
01025	The Retreat
03005	Westland Place
03027	Artspace Windham
03002	Brick Hollow
03003	Casa Familia
04008	Kimberly Place
03025	Soromundi Commons
03011	Southwood Square III

EXHIBIT B
LIHTC PORTFOLIO PROPERTIES

03001	The Wauregan Hotel
03007	Willow Mutual Housing
04018	Dutch Point Colony Hope VI
04019	Ferry Street Mutual Housing
04006	Huntington Senior Housing
04010	Olde School Commons
04003	Parnell Brook (aka Carmen Romano)
04001	Quinnipiac Terrace Hope VI
04015	Sage Pond
03026	Smithfield Gardens
04002	Zion Mutual Housing
05001	East Main Mews
05008	Ferry Street Apartments (aka Wharfside Commons)
05012	Hartford Grandfamily Housing
05015	Middlesex Pilots
05004	Park Ridge II
05017	Taylor Street Apartments Hope VI
06016	Winthrop Square
05014	Amston Village
06009	Dayville Affordable (Village at Killingly)
06013	Dutch Point Colony Hope VI, Phase II
06002	Indian Field Apartments
06012	Northend Gateway
06004	Post House Apartments (aka Clinton Ave)
06010	Rosenthal Gardens (aka Kirkham)
06005	Whalley Terrace
08025	Areyto Apartments (aka Casa Bridgeport)
08001	Fairfield Court (aka Fairgate)
07006	Friendship House
07007	Metro Green Apts
07018	Samuels Court
07004	The Eleanor (aka Park City Elderly)
07003	The Hollander Bldg
07008	Anvil Place (aka New Royal Bride)
09035	Fair Street (aka 80 Fair St)
09009	Chamberlain Heights
08019	Dye House
09043	Quinnipiac Terrace Phase III
08007	Summitwoods II
10019	Sycamore Place
09001	Westwoods (aka 58 Progress Drive) (aka Vidal Court)
09039	William T. Rowe (aka Trinity Rowe)
09019	Alfred E. Plant Elderly
09004	Brookside Phase I (aka West Rock Phase I)
11022	Capitol Towers

EXHIBIT B
LIHTC PORTFOLIO PROPERTIES

10003	Cedarwoods
10004	Fieldstone Crossing (aka Berlin Workforce Housing)
08009	Highwood Square
11017	Huntington Woods
10001	Marshall Commons (aka Ludlow)
09010	Metro Green II
10011	New London Communities II (aka Briarcliff-Bates Woods)
09021	Palmer's Square (aka Palmers Hill)
11019	River Run
11010	Sigourny Mews
10022	West Village (aka Central YMCA)
11002	Woodcrest Edlerly II
11013	122 Wilmont Rd
11015	Albion Street
10015	Brookside Phase II
10007	Clinton Commons
11001	Fair Haven Mutual Housing
11023	River Commons
11008	Rockview Phase I
11009	Victory Gardens
09045	Wilton Commons
12003	Allen O Neill Homes (aka The Heights at Darien)
13003	Augustana Homes
11016	Bayview Tower
12006	Bristol Communitis (aka Dutton Heights)
11020	Clinton Manor
11006	Elmcrest Terrace S.H.
12004	Jefferson Heights
13041	New Park West
13038	Old Middletown H.S.
14001	Pinnacle Heights (aka Brytania Square)
13061	Steele Berger
12076	Torrington West
13002	Greenfield (Phase 3 - Vidal Court)
14064	Laurelwood
13053	Liberty Commons - (aka South Main - East Liberty Apts)
12021	MD Fox Manor
14055	Mohican Historic Apts
13052	Ojakian Common (aka Simsbury Speciality Housing)
13065	Sasco Creek
14061	Warner Gardens Phase II (aka Davis Gardens)
14008	Frost Homestead
94022	Kensington Square I
14060	Lawnhill Terrace I
12073	Loom City Lofts

EXHIBIT B
LIHTC PORTFOLIO PROPERTIES

14049	New Charles Street Place
12071	Residences at Laurel Hill (aka Laurel Hill)
13072	Ribicoff 4
14089	Ribicoff 9
15081	Squire Village
13056	St. Paul's Commons
13054	Stonington Acres - (aka Twin Acres)
14059	Carroll Apts
15005	Crescent Crossings
15063	Millport Phase I
99031	Woodland Hills (Highwood)
02001	Northeast Hartford
02011	Sana Apartments (Low Rise)
03006	Berry Patch
04011	Berry Patch II
05010	Stonebridge Senior Housing
06001	Quinnipiac Terrace Phase II
06008	Stonebridge II
07017	Bridgeport Elderly
07001	Eastview Terrace
07013	RHA Modernization (aka Ridgefield Housing Authority)
07009	Village at Yorkshire
08002	Woodcrest Elderly
08010	Hillcrest (aka Hillstead - Kelly Farm)
08024	Mill Apartments
09005	Peachtree Village (aka Darling Drive)
09032	Shepherd Park
09017	The Homes at Pride Point (aka Bateswoods)
09016	The Homes at Progress Point (aka Briarcliff)
08017	Village at Hales Court
12002	Corbin Heights (aka Industria Commons)
11026	Country Village
11012	Horace Bushnell Apts (aka 4-40 Vine)
13034	School Apartments
13047	Watertown Crossing
13060	Quintard Manor
14050	Billings Forge
14005	Fair Haven Apts
95029	Sheldon Wyllys (aka Old - Wyllys/Libson Cooperative)
14004	Summit Park (aka 887-901 Park St.)
12053	Trinity Park

Exhibit B-1
CHFA Non-LIHTC Properties with Restrictive Covenants

CHFA #	Development Name	Town	Owner	# of Units	Program Type
86505M	11 ERWIN PLACE	New Britain	Emel Mohammad	6	Other
91100F	1721 MAIN (FKA ESQUINA BRILLANTE)	Hartford	1721 Main St. LLC	10	Restrictive Covenant
94020E	272 CLEVELAND AVE	Hartford	SBM 272 LLC	10	Restrictive Covenant
1318AM	ARTLOFT WEST	New Haven	ArLoW LLC	18	Other
95067E	BEAVER STREET (fka St. Mary's Residence)	New Britain	St. Mary's Residence of New Britain II, LLC	20	Restrictive Covenant
88600M	BETHEL AME	Norwalk	Bethel AME Co-op	10	SURP
99013M	BIGELOW COMMONS	Enfield	Northland Bigelow Commons LLC	471	80/20
1316AM	BROOKSIDE COMMONS APTS	East Hartford	Brookside Commons LP	258	Market Rate Conversion
83013M	CLOCKTOWER MILL	Manchester	Clocktower Mill Development LP	185	80/20
84022M	CORNFIELD APARTMENTS	Ellington	Ellington Cornfield Associates LLC	216	80/20
84006M	COUNTRYWOOD AT ENFIELD	Enfield	Woodgate II LP	208	80/20
78024M	COUNTRYWOOD AT VERNON (WOODGTE)	Vernon	Vernon Associates LP	148	Restrictive Covenant
89506M	CRESTWOOD COOPERATIVE	Norwalk	Crestwood Housing Co-op, Inc.	19	SURP
83004M	CROSSROADS OF ENFIELD	Enfield	Terry Manor Associates LP	90	Restrictive Covenant
1315AM	DEERFIELD APTS	Windsor	Three Deer Associates LP	176	Market Rate Conversion
88014P	DIAMOND COURT	Waterbury	Unknown	80	Other
12001AM	ELIAS HOWE ELDERLY HOUSING	Bridgeport	Elias Howe Realty, LLC	87	Other
03023M	FITCH COURT	Windsor	Fitch Court Apts, Inc.	40	Restrictive Covenant
11008M	FOOTE COMMONS	Cheshire	Cheshire Housing Authority	20	Restrictive Covenant
86010M	GREEN COURT	Middletown	CHI-Peterson LLC	14	SURP
1408AM	GREENBRIAR HILLS APTS	Oakville	Greenbriar Associates, LLC	182	Market Rate Conversion
1301AM	GROTON ESTATES	Groton	Groton Estates LLC	340	Market Rate Conversion
85043M	HERITAGE COMMONS	Middletown	Middletown Heritage Associates LLC	89	80/20
88012M	HISTORIC ASYLUM HILL APTS	Hartford	TOV Realty LLC	24	Other
90017M	MACEDONIA TOWNHOUSES	Ansonia	AHA Development Corporation	17	SURP
81009M	OAK KNOLL CO-OP	Norwalk	554 CT NavCapMan, LLC	42	Restrictive Covenant
1317AM	OAKS AT MANCHESTER	Manchester	Oaks at Manchester LP	200	Market Rate Conversion
77001D	READ STREET	Bridgeport	21 George Real Estate Investment Co., Inc.	8	Restrictive Covenant
1302AM	RIVER HOLLOW	East Windsor	River Hollow Apartments LP	120	Market Rate Conversion
86503M	SAYE BROOKE VILLAGE WEST	Old Saybrook	Saye Brooke Village West	14	SURP
09001M	ST. MARY'S RESIDENCE	New Britain	St. Mary's Residence of New Britain, LLC	51	Other
87504M	ST. STEPHEN'S TOWNHOUSE	Branford	Carrie P. Chandler Housing Dev. Corp	7	SURP
89503M	TAFTVILLE	Norwich	ECHO, Inc.	17	SURP
82025M	THE WESCOTT (fka Newbury Commons)	Stamford	Unknown	261	Restrictive Covenant
97003M	THERESA A. ROOK	Cromwell	Marian Housing Corporation	64	Other
12072M	THREADMILL APARTMENTS	Stonington	Threadmill Partners LLC	58	Other
85049M	VELVET MILL	Manchester	Velvet Mill LP	210	80/20
88503M	WOODWARD CLIFFS	Norwalk	Woodward Cliffs, LP	6	SURP

Exhibit C

Sample LIHTC Scoring Summary

QAP Year: 2016
Affordability Period: 65 Years
Unit Set Aside: 21 units @25% AMI; 33 units @ 50% AMI; 10 units @60% AMI; and 17 Units @ 100% AMI

1) Rental Affordability

- a. Supportive Housing Units ≥20%; 17 Units
- b. Households at or below 25% AMI ≥25%
- c. Household ≥25% and <50% AMI ≥40%
- d. Mixed Income Housing ≥20%
- e. Preserves At-Risk Affordable Housing n/a
- f. Production & Preservation of Affordable Housing New Construction
- g. On-Site Resident Services Coordinator Yes

2) Financial Efficiency & Sustainability

- a. Cost Effectiveness, Hard Costs +/- 5%
- b. Credits per Bedroom Yes
- c. Credits < 50% of Total Uses Yes
- d. Building Plans and Specifications ≥90%
- e. Sustainable Design Yes; Passive Housing & High Performance Design
- f. Cost Effectiveness, Intermediary Costs n/a

3) Municipal Commitment & Impact

- a. Priority Locations 5 Criteria
- b. Village Priority Funding Area n/a
- c. Transit-Oriented Development Yes
- d. Family Developments Yes
- e. Signed Resident Participation Agreement n/a
- f. Historic, Adaptive, Brownfields Dev. Yes
- g. Located in a Qualified Census Tract Yes
- h. Municipal Resources Yes
- i. Eventual Homeownership n/a

4) Opportunity Characteristics

- a. Municipalities with <10% Deed-Restricted n/a
- b. Development in Area of Opportunity Yes

5) Qualifications & Experience

- a. Experience of Sponsor/General Partner Yes
- b. Developer/Sponsor Resources 5-10%
- c. Women and Minority Participation n/a
- d. Connecticut Based Contractor Yes

6) SSHP Development

n/a

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 day notice of cancellation, plus copies of any required additional insured endorsements. Certificates should be sent to: Connecticut Housing Finance Authority, Attention: Legal Dept., 999 West St., Rocky Hill, CT 06067. Tel.: (860) 721-9501, Fax: (860) 721-0527.

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
√	Commercial General Liability	<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>
√	Contractors or service vendors:	<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	<p>\$1,000,000 per accident for bodily injury/property damage, including hired & non-owned vehicles</p>
√	Workers' Compensation Employers Liability	<p>Statutory</p> <p>\$1,000,000 each accident</p>
√	Umbrella Liability	<p>\$1,000,000 Excess over underlying limits described above.</p>
√	Professional Liability	<p>\$1,000,000 per occurrence/ \$1,000,000 aggregate</p>

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, **Theresa Calderone**, Assistant Counsel, 999 West St., Rocky Hill, CT 06067. Tel.: (860) 571-4389, Fax: (860) 721-0527, Email: Theresa.Caldarone@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

TO BE SUBMITTED WITH RESPONSES

CERTIFICATION REGARDING CONNECTICUT GENERAL STATUTES § 4-250
Gift and Campaign Contribution Certification
(for contracts valued at \$50,000 or more in a calendar or fiscal year)

Contractor hereby swears as true to the best knowledge and belief of the person signing below

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating state Contracts, or (C) any agent of the 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 Contract, who participates substantially in preparation of bid solicitations or requests for proposals for the Contract or the negotiation or award of the Contract, 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 the Contractor or agent of the Contractor or principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

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

Any bidder or proposer that does not make the certification required under (1) through (3) above shall be disqualified and CHFA shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(4) Contractor further swears and attests that the following are all contributions made by principals and key personnel of the Contractor to campaigns of candidates for state-wide public office or the General Assembly of the State of Connecticut:

Table with 4 columns: Name of Candidate, Contributor, Amount of Contribution, Date of Contribution. Includes a note to attach additional pages as required.

CERTIFICATION REGARDING CONNECTICUT GENERAL STATUTES § 4-252a
Prohibiting State Contracts with Entities Making Certain Investments in Iran

Is your principal place of business located outside of the United States?

Yes No

If yes, have you 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, or increased or renewed such investment on or after said date?

Yes No

Contractor agrees to update this certification not later than 30 days after the effective date of any change in the certification or upon submittal of any new bid or proposal for a large state contract, whichever is earlier. Contractor shall submit an accurate, updated certification not later than 14 days after the 12-month anniversary of the most recently filed certification or updated certification.

Subscribed and sworn to subject to the penalties of false statement, Connecticut General Statutes § 53a-157b.

Contractor Name
Personnel

Signature of Principal or Key

Federal Employer ID Number or Social Security Number

Printed Name or Key Personnel

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

Notary Public/Commissioner of the Superior
Court

Revised 6/2014

STATUTORY PROVISIONS, AFFIDAVITS AND CERTIFICATIONS

RE: Contract ("Contract") by and between _____ ("Contractor") and CHFA.
Contract Execution Date: _____, _____. I, _____, _____
Name Title

of the Contractor, an entity duly formed and existing under the laws of the State of Connecticut hereby certify as follows:

I am over the age of eighteen (18) and understand and appreciate the obligations of an oath:

CERTIFICATION RE: CONNECTICUT GENERAL STATUTES §§ 4a-60 AND 4a-60a, as amended, Nondiscrimination and Affirmative Action Provisions

(CHECK THE REPRESENTATION/CERTIFICATION THAT APPLIES)

(for contracts valued at less than \$50,000)

I hereby represent that I am authorized to execute and deliver this representation on behalf of Contractor and that Contractor has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

(for contracts valued at \$50,000 or more)
(CHOOSE ONE)

I hereby certify that I am over the age of eighteen (18) and understand and appreciate the obligations of an oath, that I am authorized to execute and deliver this affidavit on behalf of Contractor and that Contractor has a policy in place and in effect that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

OR

I hereby certify that the following is a true and correct copy of a resolution adopted on the ___ day of _____, 20___ by the governing body of Contractor in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect:

RESOLVED: That _____ hereby adopts as its policy the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended. In witness whereof, the undersigned has executed this certificate the day and date indicated below.

OR

I have reviewed the attached prior resolution. I certify that that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended and the prior resolution remains in full force and effect on the date this documentation is submitted to CHFA. **(ATTACH COPY OF PRIOR RESOLUTION)**

FOR INFORMATIONAL PURPOSES ONLY

OR

I am an _____ or officer duly authorized to adopt company or corporate policy. I hereby certify that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of Section 4a-60 and complies with the nondiscrimination agreement and warrant under subdivision (1) of subsection (a) of Section 4a-60a and is in effect on the date hereof. Contractor agrees to comply with §4a-60 and §4a-60a as amended and Civil Rights Acts of 1964 and 1968 and Executive Orders relating thereto, as applicable.

**NOTICE RE: CONNECTICUT GENERAL STATUTES § 31-57b
Occupational Health and Safety Act Compliance**

Contractor is not in violation of, is in compliance with and will remain in compliance with Connecticut General Statutes § 31-57b.

**CERTIFICATION REGARDING CONNECTICUT GENERAL STATUTES § 4-250
Gift and Campaign Contribution Certification
(for contracts valued at \$50,000 or more in a calendar or fiscal year)**

Contractor hereby swears as true to the best knowledge and belief of the person signing below

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating state Contracts, or (C) any agent of the 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 Contract, who participates substantially in preparation of bid solicitations or requests for proposals for the Contract or the negotiation or award of the Contract, 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 the Contractor or agent of the Contractor or principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

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

Any bidder or proposer that does not make the certification required under (1) through (3) above shall be disqualified and CHFA shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(4) Contractor further swears and attests that the following are all contributions made by principals and key personnel of the Contractor to campaigns of candidates for state-wide public office or the General Assembly of the State of Connecticut:

_____ Name of Candidate	_____ Contributor	_____ Amount of Contribution	_____ Date of Contribution
_____ Name of Candidate	_____ Contributor	_____ Amount of Contribution	_____ Date of Contribution

attach additional pages as required

Contractor agrees to update this affidavit on an annual basis.

**FOR INVESTMENT SERVICES
DISCLOSURE OF THIRD PARTY FEES CONNECTICUT GENERAL STATUTES §3-13j**

Contractor hereby swears and attests that all third party fees* attributable to the Contract **whenever paid** are as follows:

Name of Payee	Dollar amount of value of non-cash compensation & date	Fee arrangement	Specific services performed by payee

(attach additional pages as required)

***Third party fees includes, but is not limited to: management fees, placement agent fees, solicitation fees, referral fees, promotion fees, introduction or matchmaker fees and due diligence fees or as otherwise defined in Connecticut General Statutes Section 3-13j or any amendments thereto.**

**AFFIDAVIT AND CERTIFICATION REGARDING CONNECTICUT GENERAL STATUTES § 4a-81
Consultant Affidavit**

(for contracts valued at \$50,000 or more in any calendar or fiscal year)

Contractor hereby swears and attests as true to the best knowledge and belief of the person signing below that no consulting agreement as defined in Connecticut General Statutes § 4a-81 has been entered into in connection with the Contract, except as follows:

For each consultant, 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. _____

attach additional pages as required

Contractor hereby agrees to amend this affidavit whenever any new consulting agreement is entered into during the term of the Contract. Failure to comply will result in disqualification.

Contractor hereby acknowledges receipt of:

- SEEC Form 10, Notice of Connecticut General Statutes § 9-612(g)(2)
- CHFA Ethics Statement
- Whistleblowing, Connecticut General Statutes § 4-61dd

FOR INFORMATIONAL PURPOSES ONLY



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

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 2 of 3



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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

FOR INFORMATIONAL PURPOSES ONLY

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"

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 §3-13i regarding disclosure of third party fees and finders fees and §§4-250 through 4-252 regarding affidavits and certifications for large state contracts.

We've updated our Privacy Statement. Before you continue, please read our new Privacy Statement and familiarize yourself with the terms.

WESTLAW

Connecticut General Statutes Annotated

Title 4a. Administrative Services (Refs & Annos)

Chapter 58. Purchases and Printing (Refs & Annos)

§ 4a-60. Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and qua...

Connecticut General Statutes Annotated Title 4A. Administrative Services Effective: July 1, 2017 (Approx. 4 pages)

Enacted Legislation Amended by 2018 Conn. Legis. Serv. P.A. 18-75 (S.B. 213) (WESTLAW)

Proposed Legislation

Effective: July 1, 2017

C.G.S.A. § 4a-60

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

Currentness

(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, 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 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-151:

(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, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section, provided if there is any change in such representation, the contractor shall provide the updated representation to the awarding agency or commission not later than thirty days after such change.

(2) 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, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) 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 provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(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 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 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 40a-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.

Credits

(1958 Rev., § 4-114a; 1965, Feb.Sp.Sess., P.A. 366, § 1, eff. June 29, 1965; 1967, P.A. 284; 1973, P.A. 73-279, § 13; 1974, P.A. 74-68; 1976, P.A. 76-8; 1978, P.A. 78-148, § 8; 1982, P.A. 82-358, § 7, eff. July 1, 1982; 1983, P.A. 83-569, § 8, eff. July 1, 1983; 1984, P.A. 84-412, § 3, eff. July 1, 1984; 1984, P.A. 84-418; 1988, P.A. 88-351, § 2, eff. April 1, 1989; 1989, P.A. 89-253, § 2, eff. July 1, 1989; 2007, P.A. 07-142, § 9, eff. June 25, 2007; 2009, P.A. 09-158, § 1, eff. June 30, 2009; 2011, P.A. 11-55, § 3; 2011, P.A. 11-129, § 20; 2011, P.A. 11-229, § 3; 2015, June Sp.Sess., P.A. 15-5, § 63; 2017, P.A. 17-130, § 7, eff. July 1, 2017.)

C. G. S. A. § 4a-60, CT ST § 4a-60

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before June 6, 2018 and effective on or before June 6, 2018.

End of
Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

FOR INFORMATIONAL PURPOSES ONLY

We've updated our Privacy Statement. Before you continue, please read our new Privacy Statement and familiarize yourself with the terms.

WESTLAW

Connecticut General Statutes Annotated
Title 4a. Administrative Services (Refs & Annos)
Chapter 58. Purchases and Printing (Refs & Annos)

§ 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municip...

Connecticut General Statutes Annotated Title 4A. Administrative Services Effective: July 1, 2017 (Approx. 3 pages)
EFFECTIVE: JULY 1, 2017

C.G.S.A. § 4a-60a

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

Currentness

(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, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.

(2) 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, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide such awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) 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 provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality, or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(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.

Credits

(1991, P.A. 91-58, § 16; 1991, P.A. 91-407, § 8, eff. July 2, 1991; 2007, P.A. 07-142, § 10, eff. June 25, 2007; 2009, P.A. 09-158, § 2, eff. June 30, 2009; 2011, P.A. 11-229, § 4; 2015, June Sp.Sess., P.A. 15-5, § 64; 2017, P.A. 17-130, § 8, eff. July 1, 2017.)

C. G. S. A. § 4a-60a, CT ST § 4a-60a

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before June 6, 2018 and effective on or before June 6, 2018.

**End of
Document**

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

FOR INFORMATIONAL PURPOSES ONLY

We've updated our Privacy Statement. Before you continue, please read our new Privacy Statement and familiarize yourself with the terms.

WESTLAW

Connecticut General Statutes Annotated

Title 31. Labor

Chapter 557. Employment Regulation (Refs & Annos)

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

Connecticut General Statutes Annotated Title 31. Labor (Approx. 2 pages)

C.G.S.A. § 31-57b

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

Currentness

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 1970,¹ 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 54.² 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.

Credits

(1989, P.A. 89-367, § 6.)

Footnotes

¹ 29 U.S.C.A. § 651 et seq.

² C.G.S.A. § 4-166 et seq.

C. G. S. A. § 31-57b, CT ST § 31-57b

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before June 6, 2018 and effective on or before June 6, 2018.

End of
Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.



FOR INFORMATIONAL PURPOSES ONLY

We've updated our Privacy Statement. Before you continue, please read our new Privacy Statement and familiarize yourself with the terms.

WESTLAW

Westlaw is recommending documents based on your current research.

Connecticut General Statutes Annotated
Title 4. Management of State Agencies
Chapter 55C. Large State Contracts: Certifications (Refs & Annos)

§ 4-250. Definitions

Connecticut General Statutes Annotated Title 4. Management of State Agencies Effective: October 1, 2013 (Approx. 2 pages)
Effective: October 1, 2013

C.G.S.A. § 4-250

§ 4-250. Definitions

Currentness

As used in sections 4-250 to 4-252, inclusive:

- (1) "Gift" has the same meaning as provided in section 1-79, except that the exclusion in subparagraph (L) of subdivision (5) of section 1-79 for a gift for the celebration of a major life event does not apply;
- (2) "Quasi-public agency", "public official" and "state employee" have the same meanings as provided in section 1-79;
- (3) "State agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of state government;
- (4) "Large state contract" means an agreement or a combination of series of agreements between a state agency or a quasi-public agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars in a calendar or fiscal year, for (A) a project for the construction, alteration or repair of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the procurement of supplies, materials or equipment, (D) a lease, or (E) a licensing arrangement. The term "large state contract" does not include a contract between a state agency or a quasi-public agency and a political subdivision of the state;
- (5) "Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees; and
- (6) "Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

Credits

(2004, P.A. 04-245, § 2, eff. June 1, 2004; 2007, P.A. 07-213, § 2, eff. July 10, 2007; 2013, P.A. 13-244, § 23.)

C. G. S. A. § 4-250, CT ST § 4-250

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before June 6, 2018 and effective on or before June 6, 2018.

End of Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

FOR INFORMATIONAL PURPOSES ONLY

We've updated our Privacy Statement. Before you continue, please read our new Privacy Statement and familiarize yourself with the terms.

WESTLAW

Westlaw is recommending documents based on your current research.

Connecticut General Statutes Annotated
 Title 4. Management of State Agencies
 Chapter 55C. Large State Contracts: Certifications (Refs & Annos)

§ 4-252. Certification requirements for large state contracts

Connecticut General Statutes Annotated Title 4. Management of State Agencies Effective: July 1, 2017 (Approx. 2 pages)
Effective: July 1, 2017

C.G.S.A. § 4-252

§ 4-252. Certification requirements for large state contracts

Currentness

(a) Except as provided in section 10a-151f, on and after July 1, 2006, no state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written or electronic certification described in this section. 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 either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the state agency or quasi-public agency an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

(b) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify 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.

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

(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 quasi-public 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 make the certification required under this section shall be disqualified 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 certification requirements of this section.

Credits

(2004, P.A. 04-245, § 4, eff. June 1, 2004; 2011, P.A. 11-229, § 2; 2017, P.A. 17-130, § 6, eff. July 1, 2017.)

C. G. S. A. § 4-252, CT ST § 4-252

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before June 6, 2018 and effective on or before June 6, 2018.

**End of
Document**

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

FOR INFORMATIONAL PURPOSES ONLY

We've updated our Privacy Statement. Before you continue, please read our new Privacy Statement and familiarize yourself with the terms.

WESTLAW

Connecticut General Statutes Annotated
 Title 4. Management of State Agencies
 Chapter 55C. Large State Contracts: Certifications (Refs & Annos)

§ 4-252a. Certification re whether making certain investments in Iran

Connecticut General Statutes Annotated Title 4. Management of State Agencies Effective: October 1, 2013 (Approx. 2 pages)
EFFECTIVE: OCTOBER 1, 2013

C.G.S.A. § 4-252a

§ 4-252a. Certification re whether making certain investments in Iran

Currentness

(a) For purposes of this section, "state agency" and "quasi-public agency" have the same meanings as provided in section 1-79, "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 who (1) has failed to submit a written certification indicating whether or not such entity has 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 2010,¹ or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Each such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.

(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. Prior to submitting a bid or proposal for a large state contract, each bidder or proposer who is an entity shall submit a certification that such bidder or proposer has or has not made an investment as described in subsection (b) of this section.

(d) Any entity who makes a good faith effort to determine whether such entity has made an investment described in subsection (b) of this section shall not be subject to the penalties of false statement pursuant to 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.² 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.

Credits

(2013, P.A. 13-162, § 1.)

Footnotes

1

22 U.S.C.A. § 8532.

2 West's Ann.Cal.Pub.Con.Code § 2200 et seq.

C. G. S. A. § 4-252a, CT ST § 4-252a

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before June 6, 2018 and effective on or before June 6, 2018.

**End of
Document**

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

FOR INFORMATIONAL PURPOSES ONLY

We've updated our Privacy Statement. Before you continue, please read our new Privacy Statement and familiarize yourself with the terms.

WESTLAW

Connecticut General Statutes Annotated
 Title 3. State Elective Officers
 Chapter 32. Treasurer

§ 3-13j. Third party fees in investments by Treasurer or quasi-public agencies
 Connecticut General Statutes Annotated Title 3. State Elective Officers (Approx. 2 pages)

C.G.S.A. § 3-13j

§ 3-13j. Third party fees in investments by Treasurer or quasi-public agencies

Currentness

(a) Prior to the Treasurer entering into a contract for investment services, as defined in section 9-612, any person or entity who would be a party to that contract shall disclose to the Treasurer, in writing, all third party fees attributable to such contract. Such disclosure shall be made by firms providing such services and shall be in a sworn affidavit in a manner and form prescribed in regulations which shall be adopted by the Treasurer, in accordance with the provisions of chapter 54,¹ not later than three months after May 3, 2000. Information disclosed under this subsection shall be made available for public inspection in accordance with the Freedom of Information Act, as defined in section 1-200.

(b) Prior to any quasi-public agency, as defined in section 1-120, entering into a contract for investment services, as defined in section 9-612, any person or entity who would be a party to that contract shall disclose to the quasi-public agency entering into the contract, in writing, all third party fees attributable to such contract. Such disclosure shall be made by firms providing such services and shall be in a sworn affidavit in a manner and form as prescribed in procedures which shall be adopted by each such agency, in accordance with the provisions of chapter 12,² not later than three months after May 3, 2000. Information disclosed under this subsection shall be made available for public inspection in accordance with the Freedom of Information Act, as defined in section 1-200.

(c) For purposes of this section and section 3-13k, "third party fees" includes, but is not limited to, management fees, placement agent fees, solicitation fees, referral fees, promotion fees, introduction or matchmaker fees, and due diligence fees.

(d) Any person who violates any provision of this section shall be liable for a civil penalty not to exceed two thousand dollars for each violation.

(1) The Attorney General, upon complaint of the Treasurer, may bring an action in the superior court for the judicial district of Hartford to recover such penalty for a violation of this section which affects a fund of the state. Any penalty imposed under this section for a violation which affects any such fund shall be paid to the Treasurer who shall deposit such moneys in such fund.

(2) Any quasi-public agency, as defined in section 1-120, may bring an action in the superior court to recover such penalty for a violation of this section which affects any fund under the control of such agency. Any penalty imposed under this section for a violation which affects any such fund shall be paid to such agency which shall deposit such moneys in such fund.

Credits

(2000, P.A. 00-43, § 5, eff. May 3, 2000.)

Footnotes

1

C.G.S.A. § 4-166 et seq.

2 C.G.S.A. § 1-120 et seq.

C. G. S. A. § 3-13j, CT ST § 3-13j

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before June 6, 2018 and effective on or before June 6, 2018.

**End of
Document**

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

FOR INFORMATIONAL PURPOSES ONLY

We've updated our Privacy Statement. Before you continue, please read our new Privacy Statement and familiarize yourself with the terms.

WESTLAW

Westlaw is recommending documents based on your current research.

Connecticut General Statutes Annotated
 Title 4a. Administrative Services (Refs & Annos)
 Chapter 58. Purchases and Printing (Refs & Annos)

§ 4a-81. Contracts for goods and services over fifty thousand dollars. Affidavit by bidder or vendor re consulting a...
 Connecticut General Statutes Annotated Title 4A. Administrative Services Effective: July 1, 2017 (Approx. 2 pages)
Effective: July 1, 2017

C.G.S.A. § 4a-81

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

Currentness

(a) Except as provided in section 10a-151f, no state agency or quasi-public 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 the state agency or quasi-public agency obtains the affidavit described in subsection (b) of this section.

(b) (1) Any principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in subsection (a) of this section shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with any such contract. Such affidavit 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 10¹ as of the date such affidavit is submitted in accordance with the provisions of this section.

(2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.

(3) Such affidavit shall include 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 affidavit shall indicate his or her former agency and the date such employment terminated.

(4) After the initial submission of such affidavit, the principal or key personnel of the person, firm or corporation shall not be required to resubmit such affidavit unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit required under this section, the principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in subsection (a) of this section shall submit an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

(c) Each state agency and quasi-public agency shall include a notice of the affidavit 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 submit the affidavit required under subsection (b) of this section, such bidder or vendor shall be disqualified 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.

Credits

(2005, P.A. 05-287, § 51, eff. July 13, 2005; 2011, P.A. 11-229, § 5; 2017, P.A. 17-130, § 10, eff. July 1, 2017.)

Footnotes

1 C.G.S.A. § 1-79 et seq.

C. G. S. A. § 4a-81, CT ST § 4a-81

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before June 6, 2018 and effective on or before June 6, 2018.

End of Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

FOR INFORMATIONAL PURPOSES ONLY

We've updated our Privacy Statement. Before you continue, please read our new Privacy Statement and familiarize yourself with the terms.

WESTLAW

NOTES OF DECISIONS (18)

Connecticut General Statutes Annotated
Title 4. Management of State Agencies
Chapter 48. Organization of State Agencies

§ 4-61dd. Whistle-blowing. Disclosure of information to Auditors of Public Accounts. Investigation by Attorney General.

Connecticut General Statutes Annotated Title 4. Management of State Agencies Effective: October 1, 2017 (Approx. 5 pages)
Enacted Legislation | Amended by 2018 Conn. Legis. Serv. P.A. 18-22 (H.B. 5294) (WEST)

- Adverse personnel action
- Confidential information
- Damages
- Duty to publish report
- Reinstatement to former position
- State department or agency construed
- Subpoenas
- Validity

Effective: October 1, 2017

C.G.S.A. § 4-61dd

§ 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

Currentness

(a) Any person having knowledge of any matter involving 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 or any person having knowledge of any matter involving 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, 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;
- (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.

FOR INFORMATIONAL PURPOSES ONLY

(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. 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.

(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 (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 54,¹ 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: (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 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 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 between an entity and a state or quasi-public agency, having a value of five million dollars or more; and

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

(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 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.

Credits

(1979, P.A. 79-599, § 1; 1983, P.A. 83-232; 1985, P.A. 85-559, § 5; 1987, P.A. 87-442, § 1, eff. Sept. 1, 1987; 1989, P.A. 89-81, § 3; 1997, P.A. 97-55; 1998, P.A. 98-191, § 1, eff. July 1, 1998; 2002, P.A. 02-91, § 1, eff. June 3, 2002; 2004, P.A. 04-58, §§ 1, 2; 2005, P.A. 05-287, § 47, eff. July 13, 2005; 2006, P.A. 06-196, § 26, eff. June 7, 2006; 2009, P.A. 09-185, § 2; 2009, Sept.Sp.Sess., P.A. 09-5, § 16, eff. Oct. 5, 2009; 2011, P.A. 11-48, § 17; 2014, P.A. 14-217, § 17, eff. June 13, 2014; 2014, P.A. 14-227, § 1, eff. June 13, 2014; 2015, June Sp.Sess., P.A. 15-5, § 117, eff. July 1, 2015; 2017, P.A. 17-136, § 1.)

Notes of Decisions (18)

Footnotes

1 C.G.S.A. § 4-166 et seq.

C. G. S. A. § 4-61dd, CT ST § 4-61dd

The statutes and Constitution are current with enactments of Public Acts enrolled and approved by the Governor on or before June 6, 2018 and effective on or before June 6, 2018.

End of Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

FOR INFORMATIONAL PURPOSES ONLY