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# Connecticut Housing Finance Authority

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Request for  
Qualifications -  
Appraisers and  
Market Study Analysts  
Multifamily Housing  
Developments

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September 2019

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## **APPRAISERS AND MARKET STUDY ANALYSTS RFQ**

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## **APPRAISERS AND MARKET STUDY ANALYSTS**

### **Request for Qualifications**

#### **A. OVERVIEW**

The Connecticut Housing Finance Authority (“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 financing for single-family mortgages and mortgages for the purchase, development and construction of multifamily housing.

For additional financial information, please reference CHFA’s website at [www.chfa.org](http://www.chfa.org).

#### **B. OBJECTIVES**

The Purpose of the Request for Qualifications (RFQ) is to invite interested appraisers to submit their qualifications for evaluation and potential inclusion on CHFA’s list of approved (pre-qualified) appraisers and market study analysts maintained in accordance with the CHFA Procedures, as such may be amended from time to time (the “Procedures”). Pursuant to Procedure II.A-7 related to Market Study and Procedure II.A-8 related to Appraisals, CHFA contracts with independent professionals to obtain market studies and appraisals in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) , for all multifamily housing developments being considered for financing by CHFA. Although applicants submit payments to CHFA for these professional services, CHFA contracts with independent professionals providing such market study/appraisal services with the resultant work product being addressed to CHFA, not the applicant.

#### **C. ELIGIBLE RESPONDENTS**

Only General Certified Real Estate Appraisers in the State of Connecticut are eligible to provide professional appraisal and/or market study services to CHFA.

#### **D. SUBMISSION REQUIREMENTS**

Response requirements stated in this RFQ are mandatory. A respondent’s failure to thoroughly address any requirement identified in this RFQ may result in such respondent’s disqualification, as determined by CHFA in its sole discretion.



- 1. Submitting the Response** – Submissions should be sent electronically (not to exceed 25 MB) to [RFP.RFQ@chfa.org](mailto:RFP.RFQ@chfa.org) AND one original copy delivered to Shelly Mondo at CHFA, 999 West Street, Rocky Hill, CT 06067-4005 no later than 12:00 noon on October 11, 2019. **Faxed responses will not be considered.** All inquiries should be directed to Shelly Mondo at [RFP.RFQ@chfa.org](mailto:RFP.RFQ@chfa.org) no later than September 26, 2019. Firms submitting a proposal should not contact members of the CHFA Board of Directors or CHFA staff, which may be grounds for elimination from consideration.
  
- 2. Cover Letter** - A cover letter, printed on the respondent's letterhead and signed by an individual authorized to enter into an agreement with CHFA on behalf of the firm shall be the first page of the submission.
  
- 3. Table of Contents** - A table of contents, conforming to the titles and in the sequence contained in Submission Requirements Subsections 2 through 17 of this RFQ, shall follow the cover letter.
  
- 4. Description of Firm** - A narrative description of the firm shall include, at a minimum, the following:
  - a. a statement of the legal form of organization/structure;
  - b. a statement as to the number of years the firm has been in business;
  - c. a summary of all of the firm's office locations and the identity of the office(s) proposing to provide professional appraisal services to CHFA;
  - d. a statement as to whether the firm is currently registered with the Connecticut Secretary of State and whether your firm will so register if it is awarded this contract.
  - e. a statement indicating if the firm is minority-owned or female-owned;
  - f. an employee profile, including the number and percentage of male, female, minority, and employees with disabilities by category (i.e., principals, senior management, professional, technical, clerical, etc.);
  - g. information relative to the firm's affirmative action plan or statement of commitment to affirmative action and equal employment opportunity. Please include at a minimum formal internal hiring practices and discussion of working relationships with women and minority owned companies. Please include your firm's most recent Equal Employment Opportunity Commission report, if required to file.
  
- 5. Property Types** - The respondent shall identify each multifamily property type(s) for which such respondent desires to be considered, including but not limited to:



- a. Low-Income Housing Tax Credit (LIHTC) developments
- b. Family
- c. Elderly
- d. Supportive
- e. Mixed-use including multifamily housing and commercial/retail space

Respondent should provide a summary of each such property type(s) located in the State and appraised by the respondent during the five (5) year period preceding the date of the response to this RFQ and include the date of the appraisal. A minimum of two (2) representative, self-contained appraisal reports for each property type authored by the respondent within the six (6) month period preceding the date of the response to this RFQ should be submitted as enclosures. Sensitive information such as client names, property owners and property addresses may be redacted from the sample reports. However, information related to the valuation analysis and methodology must be visible and remain intact.

Respondents currently on CHFA's Approved Appraiser/Market Analyst List need only submit a list of properties to include names and addresses of appraisals and market studies they have prepared for CHFA.

- 6. Geographic Areas of Expertise** - The respondent shall identify all counties/areas within the State for which professional appraisal services are being proposed.
- 7. Respondent References** - Please include as references, a minimum of three clients for whom your firm has performed similar and substantial services. Please include the name of the person to contact, his or her phone number and email address. Please include as references any other State of Connecticut agencies or departments that have engaged your firm to perform similar services.
- 8. Staff Qualifications** - Please provide current resumes, including complete educational background, work experiences, and professional affiliations, for each principal and staff member who the respondent proposes to provide professional services to CHFA. Please summarize experience with programs established by the U.S. Department of Housing and Urban Development (HUD), Rental Assistance Demonstration (RAD), Historic Tax Credits (HTCs), and Low-Income Housing Tax Credits (LIHTCs), or any other publicly financed projects with income restrictions. A copy of each such principal's and staff member's valid license from the State as a General Certified Real Estate Appraiser must be provided with the response. Please note if you belong to any professional trade groups that focus on information sharing and methodology of the federal LIHTC Program or any other organization that furthers affordable housing.



- 9. Prime Contractor** - The respondent must disclose if it contemplates using any subcontractors in providing the proposed professional services. The respondent's proposed use of subcontractors, if any, shall be at the sole discretion of CHFA and, if such use is approved by CHFA, then that respondent shall remain responsible for providing the contracted, professional services pursuant to the contract by and between CHFA and the respondent.
- 10. Fee Schedule & Time Frames** - A schedule of appraisal and/or market study fees, including associated time frames for completing an assignment, shall be provided for each property type that the respondent proposes for consideration by CHFA. The fee(s) contained in such schedule shall be stated on a per-project, gross basis, inclusive of all expenses.
- 11. Insurance** - The respondent must provide current documentation regarding the firm's general liability, auto, workers' compensation, umbrella and professional liability in the amounts listed on Exhibit A.
- 12. Previous and Pending Claims** – The respondent shall describe any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine inquiries or investigations relating to you, your firm, or any of your affiliates, including any proceedings to which you, your firm, your affiliates or any of their respective officers, directors or employees are a named party or of which any of such has been the focus, that have occurred in the last three (3) years or that are currently threatened, including whether you, your firm, or any of your affiliates, or their respective officers, directors or employees have been censured by any regulatory body. Describe any such circumstances and advise whether these investigations or proceedings will affect you or your firm's ability to complete the proposed transaction and perform the services in this RFQ. If none exist, then so state.
- 13. Termination** – The respondent shall state whether they have ever been removed from an account prior to the expiration of its contract (i.e. been fired). If so, please explain. Respondent may list the name of a third party with whom CHFA could discuss this termination.
- 14. Conflicts of Interest** – The respondent shall describe whether it foresees any potential conflicts of interest arising. If so, describe how your firm would address potential conflicts of interest.
- 15. Statutory Requirements** - An authorized signatory of the firm submitting qualifications shall execute and submit with the proposal the attached certifications



(attached as Exhibit B) regarding Connecticut General Statutes sections 4-250 and 4-252a.

**16. Other** - Within this section, the respondent may include any other information or materials he/she believes will be helpful to CHFA in evaluating the respondent's knowledge and/or expertise regarding the proposed professional appraisal services and/or market study services. If the respondent elects to provide no such additional information or materials, then so state.

**17. Enclosures** - Within this section, the respondent shall provide a list of all enclosures that may be comprised of the following:

- a. representative appraisal and/or market study reports authored by the respondent of this RFQ; and
- b. past experience with CHFA, including a list of documents provided for projects.

#### **E. ATTACHMENTS**

- Exhibit A: CHFA's Insurance Requirements
- Exhibit B: Certifications regarding Connecticut General Statutes Section 4-250 and 4-252a.
- Exhibit C: Supplementary Criteria for Completed Self-Contained Appraisals and Supplementary Criteria for Market Study Reports
- Exhibit D: Statutory Provisions, Affidavits and Certifications

#### **F. REQUEST GUIDELINES**

1. **Contract & Term** – Each qualified Appraiser and Market Analyst shall enter into a written contract with CHFA and each assignment for an appraisal or market study shall be performed pursuant to an individual Statement of Work (SOW) for each project with specific time frames for the delivery of such contracted, professional services delineated within each SOW. Such contracts shall be subject to all applicable laws, rules, and regulations published by any authority having jurisdiction over the subject matter thereof, as may be amended from time to time.
2. **Guidance** - CHFA may contract with an Appraiser and/or Market Analyst to provide expert guidance to CHFA staff members who may review appraisals and market studies for purposes of potential multifamily financing. The respondent shall indicate if it is willing to provide such services and if so at what cost.
3. **Evaluation Criteria** - CHFA's evaluation criteria shall include, but not be limited to:



- a. the respondent's professional depth and capacity in terms of professional credentials, references, technical skills, ability, and experience;
- b. the thoroughness of the respondent's response to this RFQ;
- c. the respondent's proposed fee schedule(s) for each property type;
- d. the respondent's exceptions, if any, to the supplementary criteria.

The analysis of such evaluation criteria shall reside solely with CHFA.

4. **Statutory Requirements and Ethics** - 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 awarded this contract shall execute the attached CHFA statutory provisions, affidavits and certifications, attached for informational purposes as Exhibit D.
5. **Notification of Selection** - Following CHFA's evaluation of the responses to this RFQ, each respondent shall receive notification from CHFA apprising such respondent of whether or not it has been selected for inclusion on CHFA's list of approved (pre-qualified) Appraisers/Market Study Analysts.

#### **G. DISCLAIMERS BY CHFA**

1. Responses to this RFQ shall be prepared at the sole cost of the respondent. CHFA will not reimburse for any expenses incurred in connection with this RFQ including, but not limited to, the cost of preparing the initial response and any additional information requested, or travel or other expenses incurred.
2. CHFA, in its sole judgment, reserves the right to (i) amend, modify or withdraw this RFQ, (ii) revise any requirements in this RFQ, (iii) require supplemental statements or information from any respondents to this RFQ, (iv) accept or reject any or all responses to this RFQ, (v) renegotiate or hold discussions with any respondent(s) submitting qualifications in response to this RFQ and allow such respondent(s) to correct deficient responses which may not completely conform to the instructions contained herein, or immediately eliminate responses which are late, incomplete, or unresponsive to the RFQ, and (vi) cancel and revise, in whole or in part, this RFQ if CHFA, in its sole discretion, deems it to be in its best interest.
3. CHFA may exercise any or all of the foregoing rights at any time without notice to any respondent to this RFQ or any other party.





4. Responses are considered property of CHFA, are matters of public record, and may be disclosed by CHFA after the awarding of the contract(s).
  
5. CHFA reserves the right to:
  - a. Reject any and all qualifications received in response to this request;
  - b. Negotiate the fees contained in any qualifications;
  - c. Waive or modify any irregularities in qualifications received;
  - d. Award contracts in any manner necessary to serve the best interest of CHFA and the State of Connecticut, without obligation to accept qualifications 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.
  
6. 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 RFQ may result in CHFA's rejection of a proposal.

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

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

## 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
√	<b>Commercial General Liability</b>	<p><b>\$1,000,000</b> per occurrence/ <b>\$2,000,000</b> aggregate bodily injury/property damage.</p> <p>The CGL policy must include coverage for:</p> <ul style="list-style-type: none"> <li>• liability from premises and operations.</li> <li>• liability from products or completed operations.</li> <li>• liability from actions of independent contractors.</li> <li>• liability assumed by contract.</li> </ul> <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>
√	<b>Contractors or service vendors:</b>	<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>
√	<b>Automobile Liability</b>	<p><b>\$1,000,000</b> per accident for bodily injury/property damage, including hired &amp; non-owned vehicles</p>
√	<b>Workers' Compensation Employers Liability</b>	<p>Statutory</p> <p><b>\$1,000,000</b> each accident</p>
√	<b>Umbrella Liability</b>	<p><b>\$1,000,000</b> Excess over underlying limits described above.</p>
√	<b>Professional Liability</b>	<p><b>\$1,000,000</b> per occurrence/ <b>\$1,000,000</b> 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 Caldarone**, Assistant Counsel, 999 West St., Rocky Hill, CT 06067. Tel.: (860) 571-4389, Fax: (860) 721-0527, Email: [Theresa.Caldarone@CHFA.org](mailto: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:

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

**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

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Federal Employer ID Number or Social Security Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public/Commissioner of the Superior  
Court

Revised 6/2014

**SUPPLEMENTARY CRITERIA  
FOR  
COMPLETE SELF-CONTAINED APPRAISALS**

1. Appraisal reports shall be in writing and authored/signed **only** by General Certified Real Estate Appraisers in the State (“Appraiser”). Photocopies of current license certifications of appraisers performing and signing the appraisal report shall be included as exhibits in appraisal reports.
2. The Appraiser shall not subcontract the appraisal assignment, or any portions thereof, without CHFA’s prior written consent.
3. A statement must be included in the appraisal report that the appraisal is prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP).
4. The Appraiser’s principal appraiser shall personally perform a thorough, physical inspection of the development, which inspection shall include, but not be limited to, a review of the development’s exterior, its common areas and at least one of each of the representative unit types and perform a thorough review of the proposed development’s plans and specifications.
5. If, in the Appraiser’s reasonable opinion, an appraisal assignment is/becomes substantially dissimilar to that which was understood by the Appraiser pursuant to this agreement, then the Appraiser shall immediately notify CHFA in writing and not proceed further until receiving guidance/direction from CHFA.
6. The appraisal report shall clearly define if a fee simple estate or a leased fee estate is being appraised.
7. The Appraiser shall separate the “Land Only As-Is” Value of the development from the As-Is Building Value in the final report. The Appraiser shall provide separate figures for each, along with justification and support for such differentiation. The As-Is Value is the current market value of the property in its current physical condition, which value should be based on, among other things, consideration of any income, zoning, or use restrictions in place at the time of the valuation.
8. When verifying government subsidized contract rents for the development, if any, or any development used as a comparable property (either sale or rental), the Appraiser shall not rely solely on information provided by a property owner, but shall provide independent verification.
9. The Appraiser shall include a highest and best use analysis that shall be thoroughly supported by economic facts contained in the appraisal report, which should consider among other things the “consistent use” methodology that assumes that the land cannot be valued on a different basis than the existing improvements on the property.

10. The Appraiser shall provide regional and neighborhood data in the appraisal report. Any statistics supporting such information shall be analyzed and related to the development by the Appraiser in the appraisal report.
11. The Appraiser shall include current census tract data, with maps, in the appraisal report. The Appraiser shall thoroughly analyze census data rental statistics and relate such data to all estimated value conclusions.
12. The appraisal report shall contain a three (3) year history of the development. If the development has been on the market "for sale" within the past three (3) years, then the Appraiser shall include an analysis of the development's asking price and any price adjustments (increases and/or reductions) thereto. If the development is under contract for purchase/sale, or if an option to purchase the development exists, then the Appraiser shall include an analysis of the contract/option price and/or option agreement and the terms and conditions thereof.
13. The appraisal report shall contain a study of the development's market including data that supports the Appraiser's analysis of the development's market conditions. Data shall be provided to support the analysis regarding declining, stable or appreciating market conditions. The Appraiser shall analyze and report on current market conditions and trends that will affect estimates of income or absorption to the extent they affect the value of the subject property.
14. The appraisal report shall include the amount of the development's annual real and personal property taxes and any past due taxes. The Appraiser shall comment on the reasonableness of the development's assessment, its relationship to the assessments of comparable properties, assessment trends, and the timing of the municipality's next revaluation. The appraisal shall include, as an exhibit to the appraisal report, complete photocopies of the municipality's tax field cards for the development.
15. The Appraiser shall base its estimated value(s) of the development on existing zoning and the current income and use restrictions in place at the time of the valuation; however, the Appraiser may, if considered reasonable, also value the development based upon alternate zoning that is likely to be obtainable within a reasonable period of time. If an alternate zoning scenario is considered by the Appraiser in developing one (1) or more estimates of the development's value, then the Appraiser shall state in the appraisal report its rationale, probability, and estimated timeframe for obtaining such alternative zoning. If a multifamily zoning exists or is considered a reasonable alternate, then the Appraiser is strongly encouraged to incorporate a per unit value estimate.
16. The Appraiser shall include copies of all zoning, site, wetlands, topographical, and flood maps applicable to the development in the appraisal report.
17. The appraisal report shall include the Appraiser's opinion of the development's positive and negative attributes and conditions, including but not limited to any known or disclosed adverse environmental circumstances, and those of surrounding and/or competing properties. The Appraiser shall analyze the impact of such attributes and conditions on the development's value(s) as presented in the appraisal report. The Appraiser's "due diligence" in the discovery of



any environmental hazards at the development shall be fully disclosed by the Appraiser in the appraisal report.

18. The Appraisal report shall include a statement that it is a "complete and self-contained" report. The appraisal report shall be self-contained thereby enabling CHFA to clearly understand the Appraiser's conclusion(s) of the development's value(s) without having to reference any other documents. Any studies and/or reports referenced in the appraisal report but prepared by others shall be independently verified by the Appraiser to the extent that such studies and/or reports may impact any of the Appraiser's assumptions or conclusions contained in the appraisal report.
19. The appraisal report shall include detailed cost estimates to resolve any observed deferred maintenance or essential repairs, to correct any known or disclosed code violation(s), and/or to remedy curable, functional obsolescence at the development. The Appraiser shall specify whether such associated expenses have been considered in determining the development's estimated value(s). The Appraiser shall independently verify the reasonableness of any cost estimates provided by third parties for such repairs, alterations, or capital improvements to the development. Analyses performed by the Appraiser to verify or invalidate such third parties' cost estimates shall be included in the appraisal report.
20. A minimum of three (3) color photographs of the development's exterior (front, rear, street or location view) and a minimum of three (3) color photographs of the development's interior shall be included in the appraisal report. Additionally, color photographs of each of the development's amenities, including, but not limited to, an on-site management/leasing office, community center, pool, recreation areas/facilities, laundry facilities, etc., shall be included in the appraisal report.
21. Any favorable or detrimental conditions on or near the development shall be photographed, noted, analyzed, and included in the appraisal report.
22. The appraisal report shall include a minimum of one (1) exterior color photograph of each property that is referenced as being a "comparable" (closed sales, listings, or rentals) to the development.
23. The appraisal report shall include location maps of the development and all comparable properties (closed sales, listings, or rentals) referenced in the appraisal report. Such maps shall be clearly reproduced and the properties' locations on such map(s) shall be readily identifiable.
24. The appraisal report shall contain a minimum of three (3) comparable closed sales; however, CHFA prefers that the Appraiser incorporate more than the minimum required comparable closed sales in the appraisal report. All comparable closed sales contained in the appraisal report shall be verifiable, and the Appraiser's source of the cited parameters associated with such comparable closed sales shall be identified in the appraisal report.
25. If the Appraiser references a "pending" comparable sale in the appraisal report, then such "pending" comparable sale may only be used as a fourth or additional comparable sale in addition to the referenced minimum requirement.

26. If the Appraiser includes a sale that closed more than three (3) years prior to the date of this agreement as a comparable closed sale, then such “dated” comparable closed sale may only be used as a fourth or additional comparable sale to the referenced minimum requirement. The Appraiser shall include an adequate and thorough explanation as to why such “dated” comparable closed sale remains a “valid” comparable.
27. The appraisal report shall contain detailed adjustment analyses of all comparable sales and comparable rentals. The Appraiser shall place particular emphasis on the location, neighborhood, design, unit mix, curb appeal, property rights transferred, terms of sale, conditions of sale, condition of property, and any additional features important to the particular circumstances of the property being considered as comparable to the development.
28. The appraisal report shall contain detailed comparable (closed sales, listings, or rentals) adjustment grids and the Appraiser shall properly account for all adjustments, in proper sequence, for each comparable property contained in the appraisal report. The Appraiser shall individually factor and clearly define and delineate all adjustments for comparable closed sales, listings, and/or rentals.
29. Any adjustment patterns applied by the Appraiser shall be consistent. Any condition adjustment of a comparable closed sale or rental property shall be made in relation to the development’s condition, NOT to the sale or adjusted sale price. The Appraiser’s use of, or failure to use, a time adjustment shall be explained, consistent with market conditions stated in the appraisal report.
30. If a competing property deemed by the Appraiser to be superior to the development is on the market “for sale” at an asking price that is equal to or less than the Appraiser’s opinion of the development’s “as-is” value (on a per unit basis), then the Appraiser shall analyze such value conclusion and substantiate/justify such asking price differential in the appraisal report.
31. The development’s historical income and operating expenses shall be reviewed for reasonableness, and any unusual trends or exceptions shall be noted by the Appraiser. The Appraiser shall review the development’s other income sources, to include any commercial income, for reasonableness and shall incorporate such other income in its projections only if the development’s historical operating statements and current market conditions demonstrate the future feasibility for such other income on an ongoing basis. Similarly, the Appraiser shall make no special adjustments to its estimate of the development’s future operating expenses due to a particular owner’s management expertise or economies of scale associated with management and/or ownership of multiple properties and an ability to receive discounts due to bulk purchasing potential. The Appraiser shall consider any unique circumstances (i.e., income producing equipment (such as washers or dryers) owned by the development) when projecting the development’s reserve for replacements, the amount of which reserve shall, at a minimum, be acceptable to CHFA.
32. When using the income approach to calculate the development’s value(s), the Appraiser shall fully explain/justify its methodology/rationale in determining the overall capitalization rate applied to the development’s net operating income (NOI).

33. When using the discounted cash flow (DCF) approach to determine the development's value(s), the Appraiser shall fully explain/justify its methodology/rationale in determining (i) the discount rate(s) applied to the development's annual net cash flows, (ii) the reversionary capitalization rate(s) applied to the development's NOI in the reversion year, and (iii) the magnitude(s) of projected transaction costs occurring in the reversion year. DCF analyses shall incorporate a minimum holding period of ten (10) years (fifteen (15) years for transactions with LIHTCs) unless otherwise directed in writing by CHFA.
34. The Appraiser shall identify and thoroughly discuss any personal property, fixtures and/or intangible items that are not real property but which may affect the development's value(s). The Appraiser shall separately analyze and thoroughly discuss any factors that may result in intangible property rights/restrictions with associated benefits/burdens in relation to the development's real property rights.
35. The development's valuation date shall be clearly stated in the appraisal report (e.g., "prospective market value is expected to be as of...", or "leased fee estate estimate of market value as of...").
36. A complete copy of the agreement, inclusive of the Supplementary Criteria, shall be included as an exhibit in the appraisal report.

**SUPPLEMENTARY CRITERIA  
FOR  
MARKET STUDY REPORTS**

1. Market study reports shall be in writing and authored/signed by an authorized officer and the principal market analyst specified in this agreement (“Market Analyst”). Photocopies of the Market Analyst’s professional credentials shall be included as exhibits in the market study report. Members of the Market Analyst’s clerical and/or support staff shall not sign or initial a market study report on behalf of the authorized officer or principal analyst who authored the market study report.
2. Subcontracting of the market study assignment, or any portions thereof, is expressly forbidden without CHFA’s prior written consent.
3. The principal Market Analyst shall personally perform a thorough, physical inspection of the development, which inspection shall include, but not be limited to, a review the development’s exterior, its common areas and at least one of each of the representative unit types and perform a thorough review of the proposed development’s plans and specifications.
4. The Market Analyst shall verify with CHFA’s staff Underwriter that the Market Analyst has received and is incorporating the most current underwriting model for the development in the market study.
5. If, in the Market Analyst’s reasonable opinion, a market study assignment is/becomes substantially dissimilar to that which was understood by the Market Analyst pursuant to this Agreement, then the Market Analyst shall immediately notify CHFA in writing and not proceed further until receiving guidance/direction from CHFA.
6. When verifying government subsidized contract rents, if any, for the development or any development used as a comparable property, the Market Analyst shall not rely solely on information provided by a property owner. The Market Analyst shall independently verify such rental income and any anticipated decreases/increases thereof with the mortgagee's asset manager, or comparable representative, monitoring such development. The Market Analyst shall identify the source’s name, title, employer, and telephone number of such information in the market study report with respect to the development.
7. The Market Analyst shall provide regional and neighborhood data in the market study report. Any statistics supporting such information shall be analyzed and related to the development by the Market Analyst in the market study report.
8. The Market Analyst shall include current census tract data, with maps, in the market study report. The Market Analyst shall thoroughly analyze census data rental statistics.

9. The analysis of the development's market shall include, but not be limited to, the following:
  - a. Market Area Definition: The geographic boundaries for the development's primary and secondary market areas shall be defined and supported with a detailed rationale for the inclusion (or exclusion) of specific geographic areas. Delineation of the development's primary and secondary market area boundaries shall be based on specific information gathered by the Market Analyst through, but not limited to, telephone interviews with selected local and regional planning agencies, realtors, competitive facilities, and other referral sources and real estate professionals. The market study report shall contain maps identifying the development's primary and secondary market areas, to include a summary of zip codes contained in each such market.
  - b. Demographic Analysis: Historic patterns and projected trends shall be summarized for national, New England, the State, county, and the development's primary and secondary markets. The demographic analysis shall address trends (growth/stable/decline) for population, income, and family composition. The Market Analyst shall utilize alternative demographic data sources in addition to the Census Bureau.
  - c. Economic Profile and Projections: The national, New England, the State, county, and the development's primary and secondary market's economy shall be evaluated, to include trends, current economic profiles, employment characteristics, and retail purchasing patterns. The Market Analyst shall analyze and summarize the development's current market conditions and any trends thereof that may affect the development's estimated income, expenses, or absorption.
  - d. Comparables and Competition: Competitive strength of existing and any proposed new and/or rehabilitated multifamily properties in the development's primary and secondary markets shall be summarized including, but not be limited to, the following:
    - i. Property name with complete street address;
    - ii. Name of property's owner, property manager, contact person, and contact person's telephone number;
    - iii. Design type (i.e., contemporary, colonial, garden, mid-rise, high rise, etc.);
    - iv. Number of total units, number of each unit type, and representative floor plans for each unit type;
    - v. Utilities including an estimated cost of each utility type for each unit type and a statement as to whether each such utility is paid by the tenant or landlord;
    - vi. Appliances provided;
    - vii. Amenities (i.e., community center, pool, recreation areas, laundry facilities, etc.);

- viii. Current occupancy/vacancy and historic occupancy/vacancy (prior five (5) years, if available);
  - ix. Current rents (per unit type and per square foot); and
  - x. Rental subsidies.
- e. Trend Analysis and Rate of Residential Rents: An in-depth analysis for New England, the State, county, and the development's primary and secondary market area's rental rate trends shall be analyzed, to include a comparison of rental rates proposed for the development in comparison to such trends. If the development contains any commercial or retail space(s), then such analysis shall also include an analysis of the trends/proposed rentals for these spaces.
- f. Market Support Area Analysis: The range of market support for the development throughout the development's primary and secondary market areas shall be evaluated. Vacancy rates for the primary and secondary market areas shall be identified.
- g. Absorption Analysis: The Market Analyst's conservative, most probable, and optimistic absorption rate estimates between the commencement of lease-up and sustained occupancy shall be identified.
- h. Site and Development Program Analysis: The development's geographic location and the site's physical characteristics, proposed architectural design, site configuration, amenity package, unit mix, and any other intrinsic features required for the development to effectively compete at its optimum level shall be evaluated.
- i. Summary: The Market Analyst shall include a summary of its market data with supporting conclusions regarding the development's overall feasibility.
- j. Exhibits: The market study shall include charts, graphs, rental grids, maps, and photographs of the development, its neighborhood, etc.
10. The market study report shall include the Market Analyst's opinion of the development's positive and negative attributes and conditions, including but not limited to any known or disclosed adverse environmental circumstances, and those of surrounding and/or competing properties. The Market Analyst shall analyze the impact of such attributes and conditions on the development's marketability without having to reference any other documents. Any studies and/or reports referenced in the market study report but prepared by others shall be independently verified by the Market Analyst to the extent that such studies and/or reports may impact any of the Market Analyst's assumptions or conclusion contained in the market study report.
11. The market study report shall be "complete and self-contained" thereby enabling CHFA to clearly understand the Market Analyst's conclusion(s) regarding the development without having to reference any other documents. Any studies and/or reports referenced in the market study report but prepared by others shall be independently verified by the Market Analyst to the extent that such

studies and/or reports may impact any of the Market Analyst's assumptions or conclusions contained in the market study report.

12. A minimum of three (3) color photographs of the development's exterior (front, rear, street or location view) and a minimum of three (3) color photographs of the development's interiors shall be included in the market study report. Additionally, color photographs of each of the development's amenities, to include but not be limited to an on-site management/leasing office, community center, pool, recreation areas/facilities, laundry facilities, etc., shall be included in the market study report.
13. Any favorable or detrimental conditions on or near the development shall be photographed, noted, analyzed and such color photographs shall be included in the market study report.
14. The market study report shall include a minimum of one (1) exterior color photograph of each property that is referenced as being a "comparable" to the development.
15. The market study report shall include location maps of the development and all comparable properties referenced in the market study report. Such maps shall be clearly reproduced and the properties' locations on such map(s) shall be readily identifiable.
16. The market study report shall contain detailed adjustment analyses of all comparable rental properties. The Market Analyst shall place particular emphasis on the location, neighborhood, design, curb appeal, condition of property, and any additional features important to the particular circumstances of the property being considered as comparable to the development.
17. The market study report shall contain detailed comparable adjustment grids and the Market Analyst shall properly account for all adjustments, in proper sequence, for each comparable property contained in the market study report. The Market Analyst shall individually factor and clearly define and delineate all adjustments for comparable rentals.
18. Any market adjustment patterns applied by the Market Analyst shall be consistent. The Market Analyst's use of, or failure to use, a time adjustment shall be explained, consistent with market conditions stated in the market study report.
19. A complete copy of this Agreement, inclusive of the Supplementary Criteria, shall be included as an exhibit in the market study report.

**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

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## DEFINITIONS

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. “Solicit” does not include (i) making a contribution that is otherwise permitted under this chapter, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

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

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

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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

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

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

### COMPANY NAME

FOR INFORMATIONAL PURPOSES ONLY

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

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

Click on the link to "Lobbyist/Contractor Limitations"

## 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.

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# 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.

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(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 46b-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

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## 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

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## 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,<sup>1</sup> 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.<sup>2</sup> 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

<sup>1</sup> 29 U.S.C.A. § 651 et seq.

<sup>2</sup> C.G.S.A. § 4-166 et seq.

C. G. S. A. § 31-57b, CT ST § 31-57b

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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

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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

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## 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,<sup>1</sup> 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.<sup>2</sup> 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

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## 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,<sup>1</sup> 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,<sup>2</sup> 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

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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 10<sup>1</sup> 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

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## WESTLAW

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)

## NOTES OF DECISIONS (18)

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.

(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,<sup>1</sup> 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

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