

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

**Request for Proposal**

**SDE / CTECS – PROVISION OF ATHLETIC TRAINER SERVICES  
RFP 22SDE0003**

**Due Date: Friday August 13, 2021, by 5:00 p.m. E.S.T.**

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## **I. PURPOSE**

Connecticut's State Board of Education ("SBE"), on behalf of the Connecticut Technical Education and Career System ("CTECS"), is seeking proposals to provide athletic trainer services to students attending the seventeen regional technical high schools located throughout the State. The intent is to insure the health and safety of our approximately 3200 student athletes.

The goal is to provide athletic training services which are a crucial component in the prevention and management of many types of sports-related injury, as well as, the prevention and management of conditions that might lead to sudden cardiac arrest. Baseline and post-concussion assessment and cognitive testing are useful tools in the diagnosis and management of concussions.

Schools Subject to this RFP

The SDE is seeking proposals for athletic training services for the following schools:

- Abbott Technical High School (THS), Danbury
- Bullard-Havens THS, Bridgeport
- Cheney THS, Manchester
- Ellis THS, Danielson
- Goodwin THS, New Britain
- Grasso THS, Groton
- Kaynor THS, Waterbury
- Norwich THS, Norwich
- O'Brien THS, Ansonia
- Platt THS, Milford
- Prince THS, Hartford
- Vinal THS, Middletown
- Whitney THS, Hamden
- Wilcox THS, Meriden
- Windham THS, Willimantic
- Wolcott THS, Torrington
- Wright THS, Stamford

## **II. BACKGROUND**

Pursuant to Connecticut General Statutes §10-95, the State Board of Education establishes and maintains a state-wide system of technical education and career schools known as CTECS. It is anticipated that on July 1, 2022, CTECS will separate from the State Department of Education ("SDE") and become an independent state agency. See Public Act 17-237, as amended by Public Act 19-117. The pertinent powers and duties of the Department are specified in §§ 4-5, 4-8, 10-4 and 10-95 of the Connecticut General Statutes.

CTECS employs approximately 1,200 teachers and 60 administrators in a statewide system of 17 degree-granting technical high schools, one technical education center and two aviation maintenance programs. CTECS' schools serve over 11,000 full-time high school students with comprehensive education and training in 38 occupational areas. CTECS also serves part-time adult students in apprenticeship and other programs.

### III. SERVICES REQUIRED

Services shall include, but shall not necessarily be limited to:

- a) Provide “athletic training services” and “athlete centered care” to student athletes under the direction of the Proposer’s physician, and in accordance with the State Athletic Training Practice Act; Conn. Gen. Stat. §§ 20-65f et seq.;
- b) Maintain appropriate general treatment orders to be reviewed annually and approved by the Proposer’s physician;
- c) Develop and implement a comprehensive emergency action plan;
- d) Collaborate with the CTECS supervising nurse, and the CTECS medical advisor on safe return-to-practice/play in accordance with State statutes and CTECS policy;
- e) Provide guidance on the selection, fit, function, and maintenance of all athletic equipment to the school athletic director, and the CTECS nursing supervisor as needed;
- f) Maintain accurate records on athletes with injury, or illness in compliance with the Family Educational Rights and Privacy Act (“FERPA”) and Health Insurance Portability and Accountability Act (“HIPAA”);
- g) Review the design and implementation of strength and conditioning programs with appropriate safety measures;
- h) Communicate with coaches and the school nurse regarding ill or injured players and return-to-play plans in accordance with HIPAA and FERPA and CTECS policy;
- i) Communicate with parents and guardians as appropriate about an ill or injured student’s status;
- j) Educate coaches, students, and parents on injury prevention and management, including, but not limited to, concussion and sudden cardiac arrest;
- k) Prevent, recognize, refer, treat, facilitate, and monitor the rehabilitation of injuries;
- l) Follow CTECS policy for incident reporting;
- m) Provide athletic training coverage for home competitions for the following sports at all levels (girls’ and boys’ freshman, junior varsity and varsity teams); and
  - Football
  - Soccer
  - Basketball
  - Baseball
  - Wrestling
  - Softball
  - Track and Field
  - Lacrosse
  - Golf
  - Volleyball
  - Cross Country
  - Cheerleading
  - Dance Team
- n) Provide consultative services to coaches and student athlete participants.

Any extensions will be by written amendment to the original agreement.

#### IV. PROPOSAL REQUIREMENTS

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

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

Name: Kisha Richardson, Associate Fiscal Administrative Officer  
Address: CTECS, 39 Woodland Street, Hartford, CT 06105  
Phone: 860-807-2213  
E-Mail: Kisha.Richardson@cttech.org

2. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations: DAS contracting portal and CTECS' RFP Web Page located at: <https://portal.ct.gov/SDE/RFP/Request-for-Proposals/2021-RFPs>
3. **Inquiry Procedures.** All questions and requests for clarification must be in writing via e-mail and submitted no later than August 6, 2021, 5:00 P.M. E.S.T. to Kisha Richardson at [Kisha.Richardson@cttech.org](mailto:Kisha.Richardson@cttech.org) with the subject line "RFP – SDE/CTECS Provision of Athletic Trainer Services Vendor Question." All questions will be answered as an addendum to this RFP only. No verbal questions will be accepted or answered. Questions, with answers, will be posted on the Department and CTECS websites on or before August 11, 2021. It is the responsibility of the Proposers to visit the website to retrieve the questions and answers. Proposers should visit this website frequently prior to the due date for possible addenda in addition to questions and answers.
4. **Proposal Due Date and Time.** The Official Contact is the only authorized recipient of proposals submitted in response to this RFP. The proposal must be submitted in a sealed envelope or package, labeled as follows: "RFP – SDE/CTECS Provision of Athletic Trainer Services, Connecticut Technical Education and Career System, 39 Woodland Street, Hartford, CT 06105."

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

- **Due Date:** August 13, 2021
- **Time:** 5:00 p.m. EST

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

An acceptable submission must include the following:

- One (1) original proposal;
- Three (3) copies of the original proposal; and
- One (1) electronic copy (thumb drive or email) of the original proposal.

**5. Applicant Organizational Requirements and Profile (Page limit for each part submitted).**

In a narrative format, describe your organization's ability and experience in the following areas (one-page limit):

- Providing "athletic training services" and "athlete centered care" to student athletes under the direction of the Proposer's physician and in accordance with the State Athletic Training Practice Act for multiple locations.
- Managing and supervising staff in multiple locations.
- Providing professional development and monitoring credentialing to the Athletic Training staff.
- Developing return-to-play plans.
- Providing guidance on the selection, fit, function and maintenance of athletic equipment.
- Maintaining accurate records on student athletes.
- Evaluating the design and implementation of strength and conditioning program.
- Educating coaches, students and parents on injury prevention and management.
- Preventing, recognizing, treating, facilitating and monitoring the rehabilitation of injuries.

**6. Service Requirements—Scope of Service (three-page limit)**

- Provide an overview of services to be provided.
- Describe how services to be provided align with National Athletic Trainers'
- Describe your plan for providing substitute CAT coverage if the assigned trainer is unavailable.
- Describe your plan for providing substitute CAT coverage if the assigned trainer is unavailable.
- Describe your plan for providing service to home games running concurrently in the same school.
- Identify the medical director overseeing athletic training services; include the medical director's credentials.
- Describe how you will communicate/collaborate with key stakeholders (students, parents, administrators, coaches, athletic director, school nurse, and other health care providers).
- Describe your procedure for documenting injuries/concerns and your procedure for communicating the information to school staff with a need to know.
- Describe how you will facilitate care of injured students outside of school hours.

**7. Implementation Plan (one-page maximum for each part submitted)**

- Identify and describe timeline for implementation of services.
- Plan for staff training and maintaining clinical and cultural competencies.

8. **Quality Assurance Plan** (two-page maximum for each part submitted)

- Develop a plan to measure quality and improvements, that addresses the outcome of services to be provided.
- Develop a plan to measure student and parental satisfaction.
- Develop a plan to identify opportunities for improvement.
- Develop actions that will be taken to resolve identified problems and improve quality of care to be provided.

9 **Fee Schedule** (two-page maximum for each part submitted)

Provide a fee schedule for:

- all services to be provided;
- office hours;
- covering concurrent home games;
- covering back-to-back games home (i.e. Junior Varsity and Varsitybasketball games); and
- other related service

10. **Medicaid and Insurance** (one-page maximum for each part submitted):

- Describe your plan for participation in Medicaid and contracting with insurance providers.

11. **Attachments.** The proposal package must include:

- Fully completed Contract Proposal form (Attachment A);
- Fully completed OPM Ethics forms 1 and 5 (Attachments B and C);
- Fully completed Nondiscrimination Certification > \$50,000, Form C (Attachment D);
- Fully completed SEEC Form 10 (Attachment E).

12. **Validation.** The proposal must include a certification that the bid will remain valid for a period of **120 days** from the due date of the bid. The proposal must be signed by an authorized official and shall be a binding commitment that CTECS may incorporate, in whole or in part, by reference or otherwise, into the contract. The proposal must include evidence that the person submitting the proposal has the requisite authority to submit the proposal and subsequently enter and execute the contract.

## V. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of CTECS to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP.
2. **Screening Committee.** CTECS will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Proposals that fail to comply with all instructions may be rejected without further consideration. Attempts by any Proposer (or representative of any Proposer) to contact and influence any member of the Screening Committee may result in disqualification of the Proposer.
3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal requirements; and (3) be complete. Proposals that fail to follow instructions or satisfy the minimum submission requirements (Section IV), may be deemed ineligible for further review. CTECS reserves the right to accept or reject any proposal that deviates significantly from the requirements of this RFP.
4. **Interviews.** At its discretion, CTECS may interview Proposers to gain additional understanding of the proposals. If CTECS determines that interviews are warranted, it will contact Proposers to make an appointment. Interviews may be in-person or via video-conference at the discretion of the Department. The CTECS may at its option, elect to “short-list” the number of Proposers brought in for interviews based on the evaluation criteria included in this RFP. Please note that any costs incurred to meet the requirements of this RFP are to be borne by the Proposer.
5. **Evaluation Criteria.** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are confidential.
  - Organizational Requirements and Profile
  - Service Requirements—Scope of Service Offered
  - Implementation Plan
  - Quality Assurance Plan
  - Fee Schedule
  - Medicaid and Insurance
  - Schools to be serviced
  - Demonstrated commitment to affirmative action, workplace diversity and equal opportunity for employees
  - Results of interviews, if any
6. **Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to CTECS head. The final selection of a successful Proposer is at the discretion of the Superintendent. All unsuccessful Proposers will be notified by e-mail or U.S. mail, at CTECS’ discretion, of the outcome of the evaluation and Proposer selection process.
7. **Contract Execution.** Any contract developed and executed because of this RFP is subject to CTECS contracting procedures and approval by the Office of the Attorney General. Proposals that are chosen for an award resulting from this RFP must be willing to enter into a professional services agreement with CTECS under the terms and conditions, without exception, as well as any modifications and additions the Department determines necessary prior to execution of the contract.

## VI. TIMELINE

The proposal process will be governed by the following timelines:

- Deadline for Questions: August 6, 2021, 5:00 p.m.
- Answers Released on or before: August 11, 2021
- **Proposals Due:** **August 13, 2021, 5:00 p.m.**
- Bid opening: August 16, 2021, 10:00 a.m.
- Interviews, if any: August 2021
- Proposer Selection: August 2021
- Start of Contract: August 25, 2021

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

## VII. CONDITIONS

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



8. CTECS reserves the right to:
  - a. Amend, cancel or reissue this RFP;
  - b. Award in part; reject any and all proposals, in whole or in part;
  - c. Contract with one or more Proposers for services; and
  - d. Correct any and all inaccuracies due to clerical error in any contract awarded.
9. Proposer shall bear any and all costs incurred in responding to this RFP.
10. Any contract awarded is subject to contract compliance requirements mandated by §§ 4a-60, 4a-60a, and 46a-68j of the Connecticut General Statutes. CTECS may require the Contractor to supply the following to comply with State requirements:
  - a. The Proposer's success in implementing an affirmative action plan;
  - b. The Proposer's success in developing an apprenticeship program complying with §46a-68(a) to 46a-68(k) of the Connecticut General Statutes, inclusive;
  - c. The Proposer's promise to develop and implement a successful affirmative action plan;
  - d. The Proposer's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises, where applicable. (See Conn. Gen. Stat. §4a-60g – 4a-60j.)
11. Any contract awarded shall be subject to and incorporate the Executive Orders of the Governor of the State of Connecticut.
12. For all State contracts as defined in Connecticut General Statutes §9-612(g)(2) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this RFP expressly acknowledges receipt of the State Election Enforcement Commission's notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
13. The award of any contract pursuant to this RFP is dependent upon the availability of funding to CTECS.
14. CTECS reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the contract award accordingly. In addition, CTECS reserves the right to re-evaluate proposals and the award of the contract in light of information either not previously known or otherwise not properly having been taken into account prior to contract award. This may include, in extreme situations, revoking the awarding of the contract already made to a Proposer and subsequently awarding the contract to another Proposer. Such action on the part of CTECS shall not constitute a breach of contract since the contract with the initial Proposer would be deemed void and of no effect as if no contract ever existed between CTECS and such Proposer. CTECS may waive minor irregularities found in proposals or allow the Proposer to correct them, depending upon which is in the best interest of the State. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other Proposers as determined in the discretion of CTECS.

## **VIII. INSURANCE**

A Certificate of Insurance (“Certificate”), certifying that the Proposer carries Commercial General Liability insurance, is required. An original Certificate shall be submitted to CTECS prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker’s Compensation and Employer’s Liability is required and must meet statutory coverage requirements prescribed by the Worker’s Compensation statutes of the State of Connecticut. The Employer’s Liability coverage must provide minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to CTECS and the State of Connecticut. The Proposer shall assume liability for any and all deductibles in any and all insurance policies. Contractor warrants that they will maintain in force all insurance coverage cited in this section while providing services to CTECS. Contractor shall be required to provide proof of professional liability insurance and automobile insurance.

## **IX. FREEDOM OF INFORMATION**

CTECS is a public entity and its records including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(24). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. Conn. Gen. Stat. §1-210(b)(5). However, all materials associated with this RFP are subject to the terms of the FOIA and all applicable rules, regulations and administrative decisions. If a Proposer is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a Proposer believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with § 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Firms should not require that their entire proposal (or a majority of the proposal) be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. CTECS has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State of Connecticut or CTECS have any liability for the disclosure of any documents or information in its possession which the Department believes are required to be disclosed pursuant to FOIA or other requirements of law.

**CONTRACT  
PROPOSAL**

Connecticut Technical Education and  
Career System

39 Woodland Street  
Hartford, CT 06105-2337

**THIS FORM MUST BE  
RETURNED WITH  
PROPOSAL**

Please read carefully

RFP NUMBER <b>22SDE0003</b>	DATE OF OPENING <b>August 16, 2021</b>	TIME OF OPENING <b>10 AM</b>	AMOUNT OF SURETY (if required) <b>- None -</b>	DATE ISSUED <b>July 27, 2021</b>
COMMODITY CLASS/SUBCLASS AND DESCRIPTION <b>Outside Labor Counsel</b>			PRE-BID SITE VISIT:	
CONTACT: <b>Kisha Richardson</b>		E-MAIL: <b>Kisha.Richardson@cttec</b>		
FOR <b>CSDE/ CTECS</b>			CONTRACT PERIOD: <b>To be determined</b>	

**REQUEST FOR PROPOSAL**

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

**AFFIRMATION OF PROPOSER**

The undersigned affirms and declares:

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

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

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



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:**     Initial Certification     12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify 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, firm, corporation, or principals or 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

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

**Lawful Campaign Contributions to Candidates for the General Assembly:**

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

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

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

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

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

Subscribed and acknowledged before me this        day of        , 20

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

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





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Form fields for Consultant's Name and Title, Name of Firm, Start Date, End Date, Cost, and Description of Services Provided.

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

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

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

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

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

Commissioner of the Superior Court or Notary Public

My Commission Expires



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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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

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

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

### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

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

### **DUTY TO INFORM**

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

### **PENALTIES FOR VIOLATIONS**

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

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

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

### **CONTRACT CONSEQUENCES**

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

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

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



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## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

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

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

### COMPANY NAME

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

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

Click on the link to "Lobbyist/Contractor Limitations"

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