



Original ☒ Amendment ☐ ID #FY21-023

State Contracting Agency: Connecticut State Colleges and Universities

On behalf of Housatonic Community College

Street: 900 Lafayette Boulevard

City: Bridgeport State: CT Zip: 06604

Tel# (203) 332-5051

Hereby enters into a Contract with:

Client Business: Derby Public Schools

Street: 35 Fifth Street

City: Derby State: CT Zip: 06418

Tel#: (203) 446-3933 E - MAIL: Mizzo@derbyps.org

The term of this contract is from 9/09/2020 through 5/28/2021

This Contract shall become effective as of the date of signature by the State Contracting Agency's authorized official or, where applicable, the date of approval by the Connecticut Attorney General. Upon execution, this contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and approved by the Connecticut Attorney General, if applicable.

Client Business agrees to make payment to the State Contracting Agency.

Total cost for services performed under this Contract shall not exceed \$27,000.00

This contract shall remain in full force and effect for the entire term of the contract period stated above unless cancelled by either party, by giving the number of days' written notice

REQUIRED NO.
OF DAYS
WRITTEN NOTICE
30

Client Business should address all contract questions to:

HCC, 900 Lafayette Blvd., Bridgeport, CT 06604 – Teresa Oravetz - 203-332-5014

Client Business should address all questions regarding the scope or performance of services to:

HCC, 900 Lafayette Blvd., Bridgeport, CT 06604 – Kyle Pepin 203-332-5051

State Contracting Agency should address all contract questions to:

Derby Public Schools 35 Fifth Street, Derby, CT 06418 – Mark Izzo - 203-446-3933

SECTION 1 - DESCRIPTION OF SERVICES

The College Connections Program operating through Housatonic Community College in Bridgeport was developed to provide high school juniors and seniors with opportunity to participate in college-level technology courses and earn both high school and college credits.

Housatonic Community College ("College" or "HCC" or "State Contracting Agency") shall provide Derby Public Schools ("Client Business" or "DPS") with college credit coursework in the Advanced Manufacturing Program to students in the Derby Public Schools system who wish to participate and are recommended by administrators Derby Public Schools. Courses shall be held at Housatonic Community College during normal operating hours, on dates and times agreed to by both parties consistent with the parameters of the course and the college's academic standards and policies.

The overall objective of the partnership between Derby Public Schools and the College Connections Program is to promote college and career-readiness in manufacturing technology.

Students who participate and succeed will have the opportunity to matriculate to Housatonic Community College after graduation from high school. The credits accrued during their College Connections experience will enable them to complete, in a shorter timeframe, either or both certificate and degree programs. Degree students will also be able to participate in the Pathway Program which provides opportunity to transition as third year students to Central Connecticut State University's School of Industrial Technology.

A. HCC and DPS wish to enter into a mutually beneficial agreement as a means of offering college credit courses via concurrent enrollment to individuals enrolled at DPS. The goal of these courses is to prepare students to engage successfully in college work and activities, thereby maximizing chances of continued college enrollment, retention, persistence, and completion.

B. Whenever practicable, HCC and DPS will endeavor to place College Connections participants in learning cohorts, grouping participants with similar interests and academic goals together in courses and labs, so they may support each other and enhance each participant's learning experience.

C. Housatonic Community College is not responsible, nor in anyway involved in, transportation to and from the college during the school year. Classes will be conducted 5 days each week. Efforts will be made to ensure hours coincide closely with the student schedules and dismissal time. Every course is simultaneously delivered with online learning capability through its online Blackboard classroom. In the event that a course needs to be held online for any duration, due to instructor absence, COVID-19, or otherwise, the course will be held and continue online in the online classroom with synchronous instructor lessons and assignments until the originally scheduled end of the course.

D. The College shall:

1. Assume full responsibility for the planning, implementation, and execution of all education aspects of course development and delivery, including programming, administration, curriculum content, faculty appointments, faculty administration, and student requirements for program completion;
2. Assist DPS in recruiting eligible students for participation in the courses;
3. Make college academic and student support resources available to participating students, including admissions, registration, advising, testing, academic support/tutoring, library services, and student activities.
4. Track participants' progress on attendance, coursework, and completion, and submit to DPS progress reports on participants on a mutually-agreed timetable.

5. The proposed agreement is for implementation in September 2020 for a program that will run through May 2021.

E. Derby Public Schools shall:

1. Make payment to the College for 50% of \$2,000 for each returning student per year who is enrolled in the program and 50% of \$2,100 for each new student per year who is enrolled in the program and other expenses related to the identified academic courses. Each session runs a full year. In the Pricing section (G) below there is a detailed explanation of the pricing, funding, and invoicing terms.
2. Be responsible for costs associated with bringing enrolled students to the College for activities necessitated by course objectives and outcomes.
3. Refer eligible candidates for credit and non-credit courses and programs.

F. Eligible Courses and Programs of Study

The College Connections Machine Technology courses will be available to DPS students as selected by DPS administration. All students must meet College requirements for admission to HCC and enrollment in the courses.

G. Pricing

The price of these courses is \$2,100 for new students and \$2,000 for returning students. These two costs are based on the state community college tuition and fees structure. For these students in the College Connections Program, funding is available from the Department of Economic and Community Development (DECD). DECD has funding to pay for 50% of each student's total tuition. DPS therefore will be responsible for the other 50% of the student's total tuition equal to \$1050 for new students and \$1000 for new students. HCC will invoice DPS 50% of each student's tuition and invoice DECD the other 50% of tuition. Tuition and fees are not refundable after the start of the course. The contract is for new and returning students and must be paid within 30 days of date of invoice. Housatonic's financial commitment to space, materials, machinery, and instructional staff is made based on contracted enrollments at the start of the course.

These courses adhere to the federal definition of a credit hour for the purposes of awarding college credit (i.e., 2250 minutes of instructional time). Students will be required to spend additional time outside of this specified time preparing for, engaged in, and completing course activities and/or assignments. The specific days/times of the courses will be mutually arranged by the parties so that the required instructional time is fulfilled within the contractual period.

H. Evaluation Methods

Methods of evaluation may include standard and/or developed examinations, student papers, and skills assessment. Each course and instructor has their own individual evaluation methods comprising some of the aforementioned items.

I. Staffing and Program Delivery

The college will appoint, supervise, and evaluate the lead faculty member for each course. The lead faculty and HCC will be responsible for ensuring that the courses are delivered in a way consistent with the college's academic standards and policies. Every course is flexibly delivered in both traditional on-campus and online formats through simultaneous use of scheduled classes and the online Blackboard classroom. In the event that a course needs to be held online for any duration, due to COVID-19 or otherwise, the course will continue online in the online classroom with synchronous instructor lessons and assignments until the originally scheduled end of the course.

SECTION 2 - COST AND SCHEDULE OF PAYMENTS

A. State Liability

The State of Connecticut and the State Contracting Agency shall assume no liability for delivery of services to be performed under the terms of this contract until the contract is fully executed by the State Contracting Agency, the Client Business, and by the Attorney General of the State of Connecticut, if applicable.

B. Total Contract Not to Exceed

DPS shall pay HCC a total sum calculated based on the number of students as follows: 50% of \$2,100 each for new students per year and 50% of \$2,000 each for returning students per year for services performed under this contract. The DECD contributes the other 50% of the total sum of tuition per student. Total cost not to exceed \$27,000.00.

C. Invoicing and Payment

1. HCC shall submit invoice(s) to the Client Business in accordance with the schedule below:
Invoice(s) will be generated on the day classes begin and are payable within 30 days. Invoices will be calculated based on the number of new and returning students. New students are calculated at \$2,100 each per year and returning students are calculated at \$2,000 each per year. The Department of Economic and Community Development (DECD) has funding available for 50% of each student's total tuition. DPS will be responsible for the other 50% of the student's tuition. This means that HCC will invoice DPS 50% of each student's tuition and invoice DECD the other 50% of tuition. Tuition is not refundable after the start of the course.
2. Payment shall be made to the COLLEGE at the address indicated on Page 1, to the attention of the Business Office / Accounts Receivable Department within thirty (30) days after receipt of invoice(s).

SECTION 3 – GENERAL PROVISIONS

References in this section to “contract” shall mean this Agreement and references to “Contractor” shall mean the Client Business.

A. Client Business, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

B. Claims Against the State

The Client Business agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Client Business further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

C. Insurance

The Client Business agrees that while receiving services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the Client Business work site and the service(s) to be received so as to “save harmless” the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the State Contracting Agency.

D. Forum and Choice of Law

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

E. Campaign Contribution Restrictions

For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State 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, referenced herein as Exhibit A.

F. Nondiscrimination:

(a) For purposes of this Section, the following terms are defined as follows:

- 1) "Commission" means the Commission on Human Rights and Opportunities;
- 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) "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;
- 7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- 8) "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;
- 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 C.G.S. § 32-9n; and
- 10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do 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, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status,

national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 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 C.G.S. § 46a-56. 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 projects.

- (c) 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 may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (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 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. 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 C.G.S. § 46a-56, as amended; 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.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (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 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 C.G.S. § 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 C.G.S. § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. 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 C.G.S. § 46a-56 as amended; 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.

G. Family Educational Rights and Privacy Act.

Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this Contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this Contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of this Contract.

H. Executive Orders:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the *College* shall provide a copy of these orders to the Contractor.

I. Entire Agreement

This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Contracting Agency. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

ACCEPTANCES AND APPROVALS

The undersigned hereby represent that they are fully authorized to execute this Agreement and bind the parties hereto:

By the Client Business

Derby Public Schools

Client Business (Corporate/Legal Name of Client Business)

Signature (Authorized Official)

Date

James Gildea, Chairman, Board of Education

(Typed/Printed Name and Title of Authorized Official)

By the State Contracting Agency

Statutory Authority C.G.S. 4a-52a, 10a-151b

Housatonic Community College

Contracting Agency Name

Signature (Authorized Official)

Date

Mario Pierce, Associate Dean of Campus Operations

(Typed/Printed Name and Title of Authorized Official)

By the Office of the Attorney General (approved as to form)

Signature

Date

Typed /Printed Name

Assistant / Associate Attorney General



NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 below*):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

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 of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

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.

Authorized Signatory

Date

Printed Name