



March 13, 2019

REQUEST FOR PROPOSALS
AUTOMATED TELLER MACHINES (ATMS)
AT
BRADLEY INTERNATIONAL AIRPORT

Request for Proposal No. 2019-009

APPROVED:

A handwritten signature in blue ink, appearing to read "Kevin A. Dillon", written over a horizontal line.

Kevin A. Dillon, A.A.E.
Executive Director

APPROVED:

A handwritten signature in blue ink, appearing to read "Laurie A. Sirois", written over a horizontal line.

Laurie A. Sirois
Purchasing Agent

The Connecticut Airport Authority (CAA) was established via Public Act 11-84 and operates under the provisions of Chapter 267b, sections 15-120aa through and inclusive of 15-120pp of the Connecticut General Statutes. The CAA is a quasi-public entity responsible for managing, operating and developing Bradley International Airport and five general aviation airports (Danielson, Groton-New London, Hartford-Brainard, Waterbury-Oxford and Windham) (collectively referred to herein as the "CAA Airports"), as well as ensuring compliance by those airports and other airports within the State of Connecticut with all federal obligations with respect to those airports. The CAA serves as an economic driver in Connecticut, making the state's airports more attractive to new routes, new commerce, and new companies who may be considering making Connecticut their home.

INTRODUCTION

The CAA is seeking proposals from interested and qualified firms to install, operate, and maintain Automated Teller Machines (ATMs) in the terminals and concourses at Bradley International Airport (BDL).

Sealed proposals will be received by submitting them electronically (**only**) through <https://ctairports.procureware.com>. The CAA will not accept proposal in any other manner. Firms must be registered to access this Request for Proposal (RFP) document in its entirety and to submit a proposal.

REQUEST FOR PROPOSALS REQUIREMENTS

Proposals must include the following information. Proposals that do not follow these requirements may be deemed non-responsive and disqualified from the selection process.

1. Font size shall not be any smaller than Arial 12 point, or equivalent.
2. CAA requires that the respondents keep the proposal to less than ten double sided 8 ½ x 11 pages (20 single sided in total).
3. The following items are not considered part of the proposal page count:
 - Table of contents;
 - Resumes must be no more than one page, single-sided. A maximum of five resumes of key staff;
 - Organizational Chart
 - Dividers;
 - Cover letter (two pages, single-sided maximum). Proposers must include a phone number and e-mail address for the primary point of contact for this RFP.
 - Certificates of Insurance; and
 - Required State forms.

The proposal must be submitted **no later than 2:00 p.m., April 10, 2019** Eastern Time. Proposals must be uploaded to <https://ctairports.procureware.com>. The official time is the procureware time indicator. No proposals will be able to be posted after the time

noted above. **Proposals will not be publicly displayed.** Questions concerning this RFP are due no later than **2:00 p.m., March 27, 2019.**

By submitting a proposal, the firm certifies that it has fully read and understands the RFP, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed.

The CAA reserves the right to interview some, all, or none of the firms responding to this RFP based solely on its judgment as to the firm's proposals and capabilities. The CAA reserves the right to request and consider additional information from submitters and to reject any and all submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least 120 days after the time and date set for submission. The CAA reserves the right to waive any irregularities and technical defects.

POINT OF CONTACT

The point of contact for all submissions and correspondence regarding this RFP will be the CAA's Purchasing Agent. During the period from advertisement of this RFP and until a contract is awarded, firms shall not contact any employee of the Connecticut Airport Authority concerning this procurement except in writing via the questions link found at www.ctairports.procureware.com

INTERPRETATION AND ADDENDA

No interpretation or clarification regarding this RFP will be made verbally to any Proposer. Requests for interpretation or clarification must be submitted electronically via the link found at <https://ctairports.procureware.com>. When submitting a request for interpretation or clarification, Proposers are encouraged to reference the RFP page and topic number pertinent to the question(s). All questions must be submitted no later than the date and time stated above for the submission of questions. Responses to questions will be provided in the form of an Addendum to the RFP, if the CAA determines it is in its best interest. Any questions received after this time will likely be unanswered. The CAA reserves the right, at its sole discretion, to respond to such questions. The CAA responses to questions concerning this RFP may be shared with each responsive, proposing firm to ensure equal awareness of important facts and details.

Interpretations, clarifications and supplemental instructions from the CAA will be in the form of a written addendum, which will be posted at <https://ctairports.procureware.com> and to the State of Connecticut Department of Administrative Services and the CAA websites.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP.

ATTEMPTS TO INFLUENCE THE SELECTION PROCESS

Except for clarifying written questions sent to the CAA, all proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting any employee of the CAA or Board official, on or regarding any matter relating to this RFP from the time the RFP is issued until contract award.

The CAA reserves the right to disqualify any Proposer who contacts any employee of the CAA or Board official, other than the Purchasing Agent, concerning this RFP.

PUBLIC RECORDS

Each Proposer agrees that all information, data, documentation, and material submitted or provided by the Proposer shall become the property of the CAA and it shall not be returned to the Proposer. The CAA is subject to the requirements of the Connecticut Freedom of Information Act ("FOIA"). After CAA award of a Contract, all information, data, documentation, and material submitted shall be considered public information and may be made available for inspection in accordance with the FOIA. Any proprietary information, data, documentation, and material that the Proposer wishes to remain confidential (to the extent allowed under the FOIA) should be clearly identified in the proposal; however, such identification does not guarantee its confidentiality. Proposers specifically waive any claims against the CAA related to the disclosure of any materials if made pursuant to a public records request.

Proposer must submit a letter stating reasons for claiming confidentiality for every type of information that may be stamped confidential. Failure to comply with these procedures may result in the disclosure of this information. Proposer may be required to intervene in any public records request in order to protect its rights to confidential or proprietary information. Upon request, if the Proposer identifies that their proposal contains propriety information, the CAA must also be provided with a redacted version of the proposal for public review.

OBJECTIVES

The CAA is committed to delivering the premier Northeast airport experience at Bradley International Airport. Accordingly, the CAA lists the following objectives for the requested services:

1. To provide first class, professionally managed and operated, and reliable ATM services that airport passengers are accustomed to receiving at typical commercial street-side locations at competitive rates.
2. Provide a high level of service to travelers and the Airport's business community.
3. Provide users with a streamlined, technologically advanced ATM experience that is secure and user-friendly.
4. Optimize non-aeronautical revenues to the CAA.

BACKGROUND

BDL served over 6.4 million passengers in 2017, with consistent, strong growth over the last five years and the addition of numerous new international and domestic nonstop flights. The airport currently serves 35 nonstop domestic and international destinations year-round. Approximately 10,000 domestic and international passengers a day depart the airport. Airlines serving the airport include: Aer Lingus, Air Canada, American Airlines, Delta Airlines, Frontier Airlines, JetBlue, Southwest, Spirit Airlines, United Airlines, and Via Airlines.

The CAA currently has an ATM agreement in place with Webster Bank, who has operated ATMs at the Airport since 2009. At present, Webster Bank manages, maintains, and operates eight (8) ATMs at the airport: one (1) on the departures / upper level of the terminal pre-security, four (4) in the post security concourses, two (2) on the arrivals / lower level of the terminal pre-security, and one (1) in the Federal Inspection Station near the central terminal complex. For context, the last three full years of available ATM transaction data is included in Exhibit 1.

SCOPE

The selected Proposer shall, at their sole expense, install, operate, and maintain no fewer than five (5) and no more than ten (10) new ATMs located in various areas throughout the terminal. Total number of ATMs will be negotiated and agreed upon between the successful Proposer and the CAA. The ATMs shall be operated in a first-class manner and enhance the experience of all users of the Airport.

The ATMs should render services to users both in-network and out-network, and operate under the following requirements including, but not limited to:

1. Post in a clearly visible location on each ATM screen and each ATM, a list of ATM transaction fees, transaction surcharges, or any other fees charged and to whom the ATM fees and/or surcharges apply.
2. ATM surcharge fees for non-members of the financial institution shall be not more than similar per transaction fees charged elsewhere in the State of Connecticut and New England region.
3. Have a receipt option – both paper and digital / via email.
4. Have a card insert interface.
5. Have a posted 24-hour service phone number with procedures for reporting problems.
6. Remain operational and available for use 24-hours per day, seven (7) days per week (including holidays) excluding those down due to maintenance or malfunction (no more than one (1) machine may be down per respective location of the Terminal).

7. Provide access to at least three (3) of the following ATM network systems: Star, Cirrus, Explore and/or Plus (additional network affiliations are encouraged, but will not be considered as substitutes for the minimum affiliations required).
8. Provide access to each of the following debit card networks: Visa, MasterCard and American Express (additional network affiliations are encouraged but will not be considered as substitutes for the minimum affiliations required).
9. Support electronic banking withdrawals, as well as deposits for members of the financial institution (and may support other transactions).
10. Conduct all transactions in the United States Dollar (USD) currency.

The CAA may allocate / offer, at its sole discretion, additional or different locations for ATMs, or may relocate the current ATMs during the term of this agreement.

SELECTION/EVALUATION CRITERIA

Proposals will be evaluated by a Selection Committee which will be seeking to distinguish which proposer has, through the appropriate combination of several criteria, the abilities to best perform the required services to the satisfaction of the CAA. While some criteria may be ranked higher than others in the selection process, the proposal that achieves the highest overall ranking will be considered top-ranked by the Selection Committee. The proposals will be evaluated using the following criteria.

1. **Letter of Interest**

The letter of interest should clearly demonstrate Proposer's interest in installing, operating, and maintaining ATMs at the Airport. The letter should also identify the composition of the Proposer's team, including joint venture partners and sub-Concessionaires, if any. Proposer should state the ownership interests of each joint venture partner, if any. The letter of interest should be signed by Proposer's authorized representative

2. **Narrative Description of Qualifications and Experience**

- Describe the substance of the proposal and highlight the strengths of your firm and how they can be used to address to achieve the stated objectives of this RFP.
- Describe your firm's experience with ATM operations at similar (medium hub or larger) airports or other facilities with equivalently sized daily foot traffic. Provide a listing of three (3) relevant examples, including name of facility, number of enplanements or foot traffic, type of operation, annual gross revenue for the past five (5) years, annual rent for the past five (5) years, contract dates, and details of the rent structure.

3. Operational Plans

Define level and types of services to be provided by the ATMs. Detail all aspects of your plans for installation, operation, and maintenance of the ATMs, including:

- Projected installation schedule;
- Working with the CAA to identify suitable ATM locations;
- How Proposer plans to maintain, clean, and operate the machines;
- Services offered and applicable fees;
- Quality monitoring as applicable; and
- Approach / ability to pace industry innovations with the installed ATMs.

4. Financial Proposal

- Propose a base (Year 1) Minimum Annual Guarantee (MAG) payment to the CAA that will be inflated at CPI annually during the course of the agreement.
- Include the anticipated number of ATMs to be installed and projected use / revenue to your company.
- Attach three (3) years of your company's most recent audited financial statements or federal income tax returns, or any other financial statements acceptable to the CAA in accordance with generally accepted accounting principles (GAAP).

5. Required forms and certificates as detailed herein.

INSURANCE REQUIREMENTS

Evidence of the following minimum insurance coverage must be provided:

- a. General Liability limits of \$1 million per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1 million, per occurrence.
- c. Worker's Compensation coverage to Connecticut statutory limits or documentation evidencing an approved self-insurance program.

CAA shall be named as additional insured on all policies of insurance with the exception of the Errors and Omission (Professional Liability) and Worker's Compensation insurance.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

In accordance with Title 49, CFR.26, it is the CAA's policy to provide DBEs the opportunity to compete and/or participate in the performance of CAA contracts. Based on the funding source for each assignment the selected Proposer may be required to achieve a specific goal set by the CAA. The selected Proposer will, as necessary, complete DBE reporting requirements.

SMALL BUSINESS/MINORITY BUSINESS ENTERPRISE PARTICIPATION

In accordance with Connecticut General Statute 4a-60g, it is the CAA's policy to comply with the SBE/MBE set aside goals. Based on the funding source for each assignment the selected Proposer may be required to meet a specific set aside goal set by the CAA.

EMERGENCY STANDBY FOR GOODS AND/OR SERVICES

In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or contract expiration, but which are expected to be temporary in nature, the CAA reserves the right to request the goods and/or services called for in this contract from the Selected Proposer. The Selected Proposer shall make best effort to provide goods and/or services at the time and in the manner specified by the CAA. From the time a request for goods and/or services is made, the Selected Proposer shall acknowledge the request within one hour and have a workforce on site within ninety minutes. If the Selected Proposer is unable to respond or provide the goods and/or services requested, the CAA reserves the right to procure said goods and/or services from another source. Selected Proposers called upon to perform under emergency circumstances shall supply goods and/or services in a timely manner such that time is of the essence.

Selected Proposers shall offer the CAA first priority for goods and/or services, which are unknown at this time, but which may be required during an actual emergency, from its regular sources of supply at the rates set forth in this Contract.

AMENDMENT OR CANCELLATION OF THE RFP

The CAA reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the CAA to do so.

PROPOSAL MODIFICATIONS

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by the CAA. The CAA, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

PROPOSER PRESENTATION OF SUPPORTING EVIDENCE

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that the CAA deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

ERRONEOUS AWARDS

The CAA reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the CAA shall not constitute a breach of contract on the part of the CAA since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between the CAA and such proposer.

PROPOSAL EXPENSES

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the CAA.

OWNERSHIP OF PROPOSALS

All proposals shall become the sole property of the CAA and will not be returned.

OWNERSHIP OF SUBSEQUENT PRODUCTS

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the CAA unless otherwise stated in the contract.

ORAL AGREEMENT OR ARRANGEMENTS

Any alleged oral agreements or arrangements made by Proposers with the CAA or any State agency or employee will be disregarded in any CAA proposal evaluation or associated award.

ADDITIONAL REQUIREMENTS

Covenants Against Kickbacks

1. For purposes of this subsection "Money" shall mean any cash, fee, commission, credit, and gift, and gratuity, thing of value or compensation of any kind.
2. For purposes of this subsection a "contract" means a written contract with the CAA or any other political subdivision of the State of Connecticut.
3. For purposes of this subsection a "Kickback" means any money, which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.
4. Proposer represents, warrants, covenants and agrees that neither Proposer nor its affiliates or any subcontractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee or representative of the CAA. Proposer further warrants, covenants and agrees that neither Proposer nor its affiliates nor any subcontractors (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the CAA.

Please note: Failure to abide by the provisions of this section may, without additional notice, result in the immediate termination of any contract awarded.

OPM Iran Certification Form 7

In accordance with Public Act No. 13-162, effective October 1, 2013, certification form entitled "OPM Iran Certification Form 7" (Form 7) must accompany any "Large State Contract" ("Large State Contract" has the same meaning as provided in section 4-250 of the Connecticut General Statutes). See definition below.

*"Large state contract" means an agreement or a combination or 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" shall not include a contract between a state agency or a quasi-public agency and a political subdivision of the state.*

Other Pertinent Information

All proposals received by the CAA will be subject to public disclosure following the completion of the evaluation and selection process as provided in the FOIA. Proposers should clearly identify any proprietary or confidential material or information they wish to have excluded from disclosure as provided by the pertinent statutes.

In addition, all submissions will be reviewed for general responsiveness to the RFP. Completeness and creativeness of responses in the overall organization and presentation of the proposal for services will be evaluated.

Non-Discrimination Certification

Proposer must provide certification that it does not discriminate against any employee or subcontractor based on race, religion, color, gender, age, physical condition, national origin or any other legally protected status and that it maintains an environment free from discrimination and harassment.

Contract

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The CAA will pursue negotiations with the highest scoring Proposer. If, for some reason, the CAA and the initially selected Proposer fail to reach consensus on the issues relative to a contract, then the CAA may commence contract negotiations with other Proposers. The CAA may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in "Contract". The contract may include a liquidated damages clause at the discretion of the CAA.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the responding firm of the conditions contained in this solicitation unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between the CAA and the responding firm selected.

Reservations

The CAA reserves:

The right to reject any or all proposals to serve the best interests of the CAA and its employees.

The right to negotiate with one or more Proposer when such action is deemed to be in the best interest of the CAA.

The right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

The right to cancel any agreement, if in its opinion, there is a failure by the Selected Proposer at any time to perform adequately the stipulations of the Scope of Work; or if there is any attempt to deceive the CAA or its employees; or if there is an attempt to willfully impose upon the CAA and its employees services which are, in the opinion of the CAA, of an unacceptable quality; or, if the Selected Proposer or its staff are found to have engaged in illegal or prohibited activities with respect to this agreement and the services provided or related activities.

- END OF RFP -

**AUTOMATED TELLER MACHINES
BRADLEY INTERNATIONAL AIRPORT**

Exhibit 1: Last 3 Full Years of BDL ATM Transaction Data

<u>Month/Year</u>		<u>Total Transactions</u>
Year 1	October, 2015	5,454
	November, 2015	5,628
	December, 2015	4,826
	January, 2016	5,125
	February, 2016	5,013
	March, 2016	5,368
	April, 2016	5,575
	May, 2016	5,842
	June, 2016	5,505
	July, 2016	5,462
	August, 2016	5,511
	September, 2016	5,116
	<i>TOTAL - Year 1</i>	<i>64,425</i>
Year 2	October, 2016	5,340
	November, 2016	4,967
	December, 2016	4,796
	January, 2017	5,040
	February, 2017	4,512
	March, 2017	5,431
	April, 2017	4,817
	May, 2017	5,221
	June, 2017	5,292
	July, 2017	4,846
	August, 2017	5,096
	September, 2017	4,663
	<i>TOTAL - Year 2</i>	<i>60,021</i>

**AUTOMATED TELLER MACHINES
BRADLEY INTERNATIONAL AIRPORT**

Exhibit 1: Last 3 Full Years of BDL ATM Transaction Data (Cont'd)

	October, 2017	5,156
	November, 2017	4,832
	December, 2017	4,541
	January, 2018	4,422
	February, 2018	4,067
	March, 2018	4,848
Year 3	April, 2018	4,744
	May, 2018	4,687
	June, 2018	4,694
	July, 2018	4,563
	August, 2018	4,748
	September, 2018	4,238
	<i>TOTAL - Year 3</i>	<i>55,540</i>

(OPM Ethics Form 5)

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT



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:**

Consultant's Name and Title	Name of Firm (if applicable)
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Start Date	End Date	Cost
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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
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

<u>Printed Name of Bidder or Contractor</u>	<u>Signature of Principal or Key Personnel</u>	<u>Date</u>
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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

(OPM Ethics Form 6)

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- ☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

STATE OF CONNECTICUT

SEEC FORM 10

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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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(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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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 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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

MI

Last Name

Suffix

TITLE

COMPANY NAME

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

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

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