**REQUEST FOR QUALIFICATIONS – ON-CALL CEFIA INSPECTORS**

1. **PURPOSE**

The Clean Energy Finance and Investment Authority (CEFIA) seek proposals from qualified energy and energy efficiency professionals (“Contractors”) to inspect residential efficiency and energy installations and upgrades. The chosen Contractor(s) will perform routine inspections throughout the state of Connecticut as part of the Smart-E loan program. Inspectors will be required to visit residential sites to ensure that these installations and upgrades, financed through CEFIA’s new residential financing programs, are installed properly, safely and to specification. A working knowledge of some, but not all, of the technologies attached to the “Application – Inspector Qualification Form” (“Application” - separate document) is required.

1. **CEFIA BACKGROUND**

CEFIA was established by Connecticut’s General Assembly on July 1, 2011 as a part of Public Act 11-80.  This new quasi-public agency supersedes the former Connecticut Clean Energy Fund (CCEF).  CEFIA’s mission is to help ensure Connecticut’s energy security and community prosperity by realizing its environmental and economic opportunities through clean energy finance and investments.  As the nation’s first full-scale clean energy finance authority, CEFIA will leverage public and private funds to drive investment and scale-up clean energy deployment in Connecticut.  For more information about CEFIA, please visit [www.ctcleanenergy.com](http://www.ctcleanenergy.com).

1. **SCOPE OF SERVICES**

Experience with and/or ability to perform the following:

* Site visits to residential energy and efficiency installations and upgrades throughout the state of CT.
* Communicate professionally and in a timely manner with installers, homeowners and CEFIA staff
* A working knowledge of the International Energy Conservation Code (IECC), and all other applicable CT state building codes, particularly HVAC and electrical codes. Knowledge of ASME standards is a plus.
* Knowledge of Environmental Protection Agency (EPA) standards, such as requirements for emissions, is preferred, but not required.
* Previous experience in designing, installing, and / or inspecting at least some of the attached technologies is required (see application for the list of technologies).
* Previous coursework with at least some of these technologies is preferred

- Knowledge of technology components. (For example, if the Contractor has experience with furnaces and boilers, then this would be applicable during any biomass inspections).

* Appropriate certification from a nationally-recognized professional association, agency or institution

CEFIA estimates that the Smart-E product will result in 2,800 loans, and that ~5-15% of those loans will be inspected over the first 24-36 months of the program. This will result in between estimated 140-420 inspections over 24-36 months. However, because this is a new program, these numbers may be much higher or lower. Therefore, CEFIA will value proposals with flexibility (for instance per-inspection tiered pricing).

# TECHNICAL REQUIREMENTS

Please provide all required information on the Application. All proposals which comply with submittal requirements will:

1. Set forth Contractor’s areas of expertise from the description above.
2. Describe your overall approach, plans, and qualifications for accomplishing the specific services described above.
3. Provide the names of the employees in your company who would be assigned to project(s), give a description of each person’s experience and qualifications, and indicate probable areas of responsibility (Attachment A of the Application).
4. Provide at least five (5) customer references who can attest to your work (or your staff member’s work) as a designer, installer, or inspector of any applicable eligible technologies (Attachment B of the Application).
5. Check off any of the technologies on Attachment C of the Application with which you (or relevant staff members) have had inspection, installation, or design experience.

NOTE: CEFIA expects that staff members with experience in an eligible technology with be present during each respective inspection.

# 5. Terms and Conditions of RFQ Participation

If Contractor elects to respond to this RFP, submission of your proposal assumes the acceptance of the following understandings:

* 1. CEFIA reserves the right to reject any or all of the proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way, and at any CEFIA chooses, in its sole discretion, if CEFIA determines that it is in the interest of CEFIA.

b. CEFIA further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. CEFIA reserves the right not to accept the lowest priced proposal.

c. Proposals must be signed by an authorized officer of the Contractor. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Contractor, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.

d. CEFIA will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP.

e. CEFIA’s selection of a Contractor through this RFP is not an offer and CEFIA reserves the right to continue negotiations with the selected Contractor until the parties reach a mutual agreement.

f. Contractor will execute a Professional Service Agreement (PSA) as set forth in the attached Exhibit A. **If the Contractor does not agree with any of the specific terms set forth in the PSA, the Contractor must set forth such terms and rationale in your response to this RFP.**

**CEFIA is subject to the requirements outlined in Sections 16-245n of the Connecticut General Statutes. CEFIA SHALL HAVE NO LIABILITY OR OBLIGATION OF ANY SORT HEREUNDER, INCLUDING, WITHOUT LIMITATION, IF FOR ANY REASON OR NO REASON A BINDING AGREEMENT IS NOT ENTERED INTO WITH ANY PROPOSER. IN MAKING ITS SELECTION OF A SUCCESSFUL BIDDER, CEFIA MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH CEFIA, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF CEFIA.**

**EXHIBIT A**

**STANDARD PROFESSIONAL SERVICES AGREEMENT**

 This Standard Professional Services Agreement (“Agreement”) is made on INSERT DATE (“Effective Date”), by and between the Clean energy finance and investment authority (“CEFIA”), a quasi-public agency of the State of Connecticut, having its business address at 865 Brook Street, Rocky Hill, CT 06067, and INSERT NAME (“Consultant”), having its business address at INSERT ADDRESS. CEFIA and Consultant together are the Parties and each individually is a Party to this Agreement.

 **WHEREAS,** INSERT SUMMARY LANGUAGE AS NECESSARY; and

 **WHEREAS,** INSERT SUMMARY LANGUAGE AS NECESSARY;

 **NOW, THEREFORE,** CEFIA and Consultant, intending to be legally bound, agree as follows:

**1.**  **Scope of Services.** Consultant shall provide CEFIA with professional consulting services (“Work”) as detailed in Consultant’s proposal in Attachment A, which is incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in the Proposal, this Agreement shall control.

 [INSTEAD OF AN ATTACHMENT, YOU MAY DROP-IN THE SCOPE OF SERVICES.]

**2. Period of Performance.** CEFIA agrees to retain Consultant, and Consultant agrees to perform the Work under this Agreement, beginning on the Effective Date and ending twelve (12) months from the Effective Date (“Period of Performance”), unless earlier terminated in accordance with Paragraph 8 of this Agreement. The Parties can extend the Period of Performance only by a written amendment to this Agreement signed and dated by CEFIA and Consultant.

**3. Payment.** CEFIA agrees to pay Consultant for the Work performed within the Scope of Services of this Agreement, but in an amount not-to-exceed INSERT AMOUNT inclusive of hourly fees and any other expenses. The person(s), and their title and their hourly rate, performing the Work under this Agreement are as follows:

 INSERT NAME(S) AND TITLE(S) INSERT HOURLY RATE

**The not-to-exceed amount of this Agreement can be modified by the Parties only by a written amendment signed and dated by CEFIA and Consultant prior to any Work to be performed by Consultant which would result in payments in excess of the not-to-exceed amount of this Agreement.**

**4. Invoices.** Consultant shall submit itemized monthly invoices with detailed accounting for hourly fees and expenses. All invoices shall be subject to CEFIA’s approval for conformity with the terms and conditions of this Agreement. For approved invoices, CEFIA will pay Consultant within thirty (30) days of receipt by CEFIA of an invoice. Consultant agrees to include the PSA #, which can be found at the top of this Agreement, on all invoices submitted to CEFIA in connection with Work performed under this Agreement. Invoices shall be submitted to:

 Clean Energy Finance and Investment Authority

 865 Brook Street

 Rocky Hill, CT 06067

 Attn: Accounts Payable Department

**Under no circumstances will CEFIA accept invoice(s) submitted by consultant which the total amount of the invoice(s) exceeds the not-to-exceed amount of this Agreement.**

**5. Subcontracting or Assignment.** Consultant shall not subcontract, assign, or delegate any portions of the Work under this Agreement to any other person or entity not identified in Paragraph 3, above, without prior written approval from CEFIA.

**6. Independent Contractor.** Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of CEFIA except within the Scope of Work of this Agreement or any other active agreements between CEFIA and Consultant.

**7. Disclosure of Information.** Consultant agrees to disclose to CEFIA any information discovered or derived in the performance of the Work required under this Agreement. Consultant shall not disclose to others any such information, any information received or derived in performance of this Agreement, or any information relating to CEFIA without the prior written permission of CEFIA, unless such information is otherwise available in the public domain.

**8. Termination.** This Agreement may be terminated by either Party giving ten (10) days prior written notice to the other Party. In the event of such termination, CEFIA shall be liable only for payment in accordance with the payment provisions of the Agreement for the Work actually performed prior to the date of termination.

**9. Indemnification and Limitation of Liability.** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless CEFIA, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by the Consultant’s negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

**10. Quality of Service.** Consultant shall perform the Work with care, skill, and diligence in accordance with the applicable professional standards currently recognized by his/her profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or Work furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product and/or Work furnished under this Agreement.

**11. Severability.** In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

**12. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto, and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing executed by the Parties.

**13. Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Connecticut. All disputes which arise in connection with, or in relation to, this Agreement or any claimed breach thereof shall be resolved, if not sooner settled, by litigation only in Connecticut or the Federal Court otherwise having subject matter jurisdiction over the dispute and not elsewhere, subject only to the authority of the Court in question to order changes of venue. To this end, Consultant waives any rights it may have to insist that litigation related to this Agreement to which Consultant is a party be had in any venue other than the above court, and covenants not to sue CEFIA in court other than the above courts with respect to any dispute related to this Agreement.

**14.** **State Contracting Obligations.** Consultant understands and agrees that CEFIA will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a. Consultant agrees to comply for the Period of Performance with the state contracting obligations in this Section 14. For purposes of this Section 14, Contractor and Consultant shall have the same meaning and Contract and Agreement shall have the same meaning.

 Conn. Gen. Stat. § 4a-60(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

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

      (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

      (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

      (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and

      (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.”

Conn. Gen. Stat. § 4a-60a(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

      (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

      (2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

      (3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

      (4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.”

 Nondiscrimination Certification. Consultant represents and warrants that, prior to entering into this Agreement, Consultant has provided CEFIA with documentation evidencing Consultant’s support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above. A form of the Nondiscrimination Certification to be signed by the Consultant is attached.

Campaign Contribution Restrictions. For all state contracts, as defined in Conn. Gen. Stat. § 9-612(g)(1)(C), 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 Elections 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. See SEEC Form 11, attached.

 Occupational Safety and Health Act Compliance. Consultant certifies it (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the Agreement, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the Agreement.

Affirmation of Applicable Executive Orders. To the extent applicable to this Agreement, Consultant acknowledges that it will be required to comply with the provisions of the following Executive Orders: Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

Consulting Agreements. Consultant hereby swears and attests as true to the best knowledge and belief that no consulting agreement, as defined in Conn. Gen. Stat. § 4a-81, has been entered into in connection with this Agreement.

**15. Limitation on Recourse.** All liabilities and obligations of CEFIA under this Agreement are subject and limited to the funding available under Connecticut law.

**16. Available Funding.** CEFIA shall not be obligated to provide payment or any portion of the payment under this Agreement if there are insufficient funds for such purpose because of any legislative or regulatory action expressly curtailing, reducing, or eliminating CEFIA funding.

**17. Freedom of Information Act.** CEFIA is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by CEFIA pursuant to an FOIA request, Consultant should specifically and in writing identify to CEFIA the information that Consultant claims to be exempt. Consultant should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Consultant acknowledges that (1) CEFIA has no obligation to notify Consultant of any FOIA request it receives, (2) CEFIA may disclose materials claimed by Consultant to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) CEFIA may in its discretion notify Consultant of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but CEFIA has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Consultant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall CEFIA or any of its officers, directors, or employees have any liability for the disclosure of documents or information in CEFIA’s possession where CEFIA, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

 **IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the day and year first above written.

**THE CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bryan T. Garcia, President

 Clean Energy Finance and Investment Authority

**CONSULTANT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INSERT NAME

INSERT TITLE

**SEEC FORM 11**

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, 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 Ban**

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

**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--$2000 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 $2000 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 $5000 in fines, or both.

**Contract Consequences**

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

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 or a loan to an individual for other than commercial purposes.

"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.

**NONDISCRIMINATION CERTIFICATION**

*[to be determined]*