

**THIRD AMENDMENT  
TO  
HARBOR DEVELOPMENT AGREEMENT**

This Third Amendment to Harbor Development Agreement (this "Third Amendment") is made and entered into as of this \_\_\_\_ day of May, 2022 (the "Third Amendment Effective Date"), by and among the Connecticut Port Authority, a quasi-public agency of the State of Connecticut (the "Authority"), Gateway New London LLC, a Delaware limited liability company ("Gateway") and Northeast Offshore LLC, a Delaware limited liability company ("NEO").

**WHEREAS**, the Parties entered into that certain Harbor Development Agreement dated February 11, 2020 (the "HDA"), as amended by that certain First Amendment to Harbor Development Agreement dated March 11, 2021 (the "First Amendment"), as further amended by that certain Second Amendment to Harbor Development Agreement dated June 29, 2021 (the "Second Amendment"), and together with the First Amendment and the HDA, collectively referred to herein as the "Agreement"; and

**WHEREAS**, the Parties now desire to further amend the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

**1.1 Capitalized Terms.** All capitalized terms contained in this Third Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.

**1.2 Amendments to Agreement.**

**A.** Schedule 2 of the Agreement is hereby deleted in its entirety and the attached Schedule 2 shall be substituted in lieu thereof.

**B.** Items 17.a, 17.b and 17.c of Schedule 2 govern the completion of the Work and the hand off of site control. Item 17.a sets forth the date at which Substantial Completion is to be achieved by the CMR. After Substantial Completion and until the date set forth in Item 17.b ("Item 17.b Deadline"), the CMR and associated contractors and subcontractors may remain on site performing punch list activities which do not interfere with the ability of NEO and Gateway to occupy and utilize the site for its intended use. By not later than the Item 17.b Deadline, the CMR and all associated contractors and subcontractors shall fully demobilize and remove themselves and all equipment from the site. After the Item 17.b Deadline and before the date set forth in Section 17.c, however, the CMR and associated contractors and subcontractors may re-enter the site from time to time for final minor punch list work (listed on a punch list and completion schedule delivered prior to the Item 17.b deadline) ("Final Punch List Work"). No such entry for Final Punch List Work shall be allowed unless such Final Punch List Work:

(i) occurs after timely reasonable prior notice (not less than 24 hours) to NEO, Gateway and any NEO contractor occupying any portion of the site;

(ii) does not interfere with the operations of NEO, Gateway or any NEO contractor occupying any portion of the site; and

(iii) is in accordance with all then applicable port and safety operation requirements, applicable law, and good industry practice.

C. A new subsection (g) is hereby added to Section 1.1 in Schedule 8 of the Agreement, as follows: “(g) Nondiscrimination Affirmation. Pursuant to subsection (c) of Section 4a-60 and subsection (b) of Section 4a-60a of the Connecticut General Statutes, Gateway and NEO, for themselves and their authorized signatories of this Agreement, affirms that they understand the obligations of this Section 1.1 and that they will maintain a policy for the duration of the Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such sections. Gateway and NEO and their authorized signatories of this Agreement demonstrate their understanding of this obligation by initialing this nondiscrimination affirmation in the following box: U4”.

D. Section 1.6 in Schedule 8 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof to read as follows: “Campaign Contribution Restrictions. For all State contracts, defined in Section 9-612 of the Connecticut General Statutes as 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 signatories to this Agreement represent that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform their principals (as such term is defined in said Section 9-612) of the contents of the notice. (See Attachment 1). Gateway and NEO confirm that they submitted a Campaign Contribution Certification (OPM Form 1) to the Authority, as required by Section 9-612 of the Connecticut General Statutes.”

E. Section 1.8 in Schedule 8 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof to read as follows: “Consulting Agreements Representation. Pursuant to Section 4a-81 of the Connecticut General Statutes, Gateway and NEO, each solely with respect to themselves, swear as true to the best knowledge and belief of the parties executing this Amendment, and represent that they have not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. “Consulting agreement,” as such term may be amended pursuant to Connecticut General Statute § 4a-81, means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. “Consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Section 4a-81 of the Connecticut General Statutes.

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Consultant’s Name and Title

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Name of Firm (if applicable)

\_\_\_\_\_  
Start Date                                      End Date                                      Cost

The basic terms of the consulting agreement are:

\_\_\_\_\_  
\_\_\_\_\_

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”.

F. Section 1.9 in Schedule 8 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof to read as follows: “Certification Concerning Large State Contracts. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, Gateway and NEO, for themselves and on behalf of all of their principals or key personnel who submitted a bid or proposal, represent: (1) That no gifts were made by (A) Gateway and NEO, (B) any principals and key personnel of Gateway and NEO, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of Gateway and NEO or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency; (2) That no such principals and key personnel of Gateway and NEO, or agent of Gateway and NEO or of such principals and key personnel, know of any action by Gateway and NEO to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of Gateway and NEO to provide a gift to any such public official or State employee; and (3) That Gateway and NEO are submitting bids or proposals without fraud or collusion with any person.”

G. Section 1.10 in Schedule 8 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof to read as follows: “Authority’s Representation Concerning Large State Contracts. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz’s Executive Order No. 21-2, promulgated July 1, 2021, the Authority official or employee represents that the selection of the most qualified or highest

ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.”

H. Section 1.11 in Schedule 8 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof to read as follows: “Iran Energy Investment Certification. (a) Pursuant to section 4-252a of the Connecticut General Statutes, Gateway and NEO certify that they have not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and have not increased or renewed such investment on or after said date. (b) If Gateway and NEO make a good faith effort to determine whether they have made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A “good faith effort” for purposes of this subsection includes a determination that Gateway and NEO are not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.”

I. Section 1.12 in Schedule 8 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof to read as follows: “Summary of Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Authority has provided to Gateway and NEO the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) Gateway and NEO represent that the chief executive officer or authorized signatories of the Agreement and all key employees of Gateway and NEO have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, Gateway and NEO shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the Agreement terms.”

J. A new Section 1.13 is hereby added to Schedule 8 of the Agreement, as follows: “Access to Data for State Auditors. Gateway and NEO shall provide to the Authority access to any data, as defined in Connecticut General Statute §4e-1, concerning the Agreement and the Authority, that are in the possession or control of Gateway and NEO upon demand, and shall provide the data to the Authority in a format prescribed by the Authority or its agents and the State Auditors of Public Accounts at no additional cost. The Authority or its designee shall have the right to access, make inspections pursuant to Connecticut General Statute § 4e-29, perform audits pursuant to Connecticut General Statute § 4e-30, and review all Gateway and NEO’s documents, data, books, records, accounts, bills, expenses, and files, electronic or otherwise, at any reasonable time during or after completion of this Agreement and request, upon reasonable

notice and demand to Gateway and NEO, any such books and records if required under the laws of the State of Connecticut.”

K. A new Section 1.14 is hereby added to Schedule 8 of the Agreement, as follows: “State Contracting Standards Board Requirements. This Agreement is subject to the provisions and requirements of the State Contracting Standards Board as set forth in Chapter 62 of the Connecticut General Statutes, including without limitation the Agreement requirements of Connecticut General Statute §4e-14, ensuring accountability, transparency, and results-based outcomes, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. In furtherance of transparency, and in accordance with Connecticut General Statute §4e-13, this Agreement may be published on the State Contracting Portal.”

L. A new Section 1.15 is hereby added to Schedule 8 of the Agreement, as follows: “State Contracting Standards Board Review. Pursuant to Connecticut General Statute §4e-7, and in compliance therewith, Gateway and NEO acknowledge and accept that, for cause, the State Contracting Standards Board may review and recommend, for CPA’s consideration and final determination, termination of this Agreement. “For Cause” shall have the meaning as set forth in Connecticut General Statute §4e-7, as may be amended from time to time.”

M. A new Section 1.16 is hereby added to Schedule 8 of the Agreement, as follows: “Access to Data under FOIA/Governmental Function. Gateway and NEO acknowledge that the Authority must comply with the Freedom of Information Act, Connecticut General Statutes §§ 1-200 et seq. (“FOIA”) which requires the disclosure of documents in the possession of the Authority upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by Connecticut General Statute § 1-210(b). If Gateway and NEO are each considered a “person” performing a “governmental function”, as those terms are defined in Connecticut General Statute §1-200(4) and (11), the Authority is entitled to receive a copy of the records and files related to the Gateway and NEO’s performance of the governmental function, which may be disclosed by the Authority pursuant to the FOIA.”

N. Gateway and NEO represent and warrant to the Authority that they are in compliance, and shall continue to comply, with the terms and provisions set forth on Schedule 8 of the Agreement, and hereby restate and incorporates all the language therein as if fully set forth in this Third Amendment.

**1.3 Effective Date.** This Third Amendment shall be effective as of the Third Amendment Effective Date.

**1.4 Ratification of Agreement.** Except as specifically modified in this Third Amendment, the Agreement shall be and remain in full force and effect and is hereby ratified by the Parties. To the extent that this Third Amendment is inconsistent or conflicts with any of the provisions of the Agreement, this Third Amendment shall control and supersede the Agreement with respect to the subject matter hereof.

**1.5 Expenses.** Each Party shall pay its own expenses in connection with the negotiation, preparation and execution of this Third Amendment and any and all other documents relating to the transactions contemplated hereby.

1.6 **Amendments.** This Third Amendment shall not be amended, changed, modified, or altered without the concurring written consent of the Parties hereto.

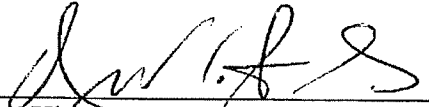
1.7 **Signatures & Counterparts.** This Third Amendment may be executed in one or more counterparts, all of which together shall constitute one and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

1.8 **Governing Law.** This Third Amendment shall be governed, construed and enforced in accordance with the laws of the State of Connecticut (without giving effect to principles of conflicts of laws thereof).

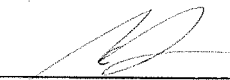
1.9 **Merger.** This Third Amendment together with the Agreement represents the entire agreement among the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter hereof, not expressly set forth herein, are of no force or effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed as of the day and year first above written.

CONNECTICUT PORT AUTHORITY

By:   
Name: Ulysses B. Hammond  
Title: Interim Executive Director

GATEWAY NEW LONDON LLC

By:   
Name: Matthew Satnick  
Title: Authorized Representative

NORTHEAST OFFSHORE LLC

By: \_\_\_\_\_  
Name: Michael J. Ausere  
Title: Authorized Representative

By: \_\_\_\_\_  
Name:  
Title: Authorized Representative

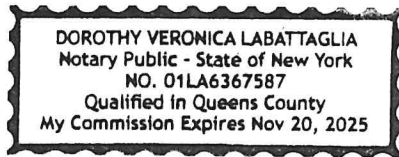
The undersigned, the authorized signatories to this Third Amendment, swear that the representation in the Consulting Agreements Representation provision in Section 1.9 on Schedule 8 of the Agreement (Section 1.2.E of this Third Amendment) is true to the best of their knowledge and belief, and is subject to the penalties of false statement.


  
\_\_\_\_\_  
GATEWAY NEW LONDON LLC

Matthew Satnick  
\_\_\_\_\_  
Print Name

Date: 5/25/22

Sworn and subscribed before me on this 25 day of May, 2022.



  
\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public  
11/20/2025  
\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
NORTHEAST OFFSHORE LLC

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Sworn and subscribed before me on this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public  
\_\_\_\_\_  
My Commission Expires

1.6 **Amendments.** This Third Amendment shall not be amended, changed, modified, or altered without the concurring written consent of the Parties hereto.

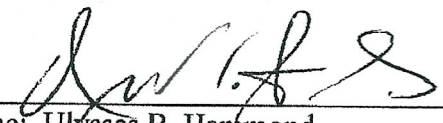
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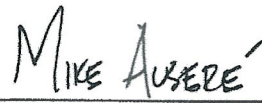
CONNECTICUT PORT AUTHORITY

By:   
Name: Ulysses B. Hammond  
Title: Interim Executive Director

GATEWAY NEW LONDON LLC

By: \_\_\_\_\_  
Name: Matthew Satnick  
Title: Authorized Representative

NORTHEAST OFFSHORE LLC

By:   
Name: Michael J. Ausere  
Title: Authorized Representative



By: David Hardy  
Name: David Hardy  
Title: Authorized Representative

The undersigned, the authorized signatories to this Third Amendment, swear that the representation in the Consulting Agreements Representation provision in Section 1.9 on Schedule 8 of the Agreement (Section 1.2.E of this Third Amendment) is true to the best of their knowledge and belief, and is subject to the penalties of false statement.

GATEWAY NEW LONDON LLC

Print Name

Date: \_\_\_\_\_

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

MIKE AUSERE

NORTHEAST OFFSHORE LLC

Michael Ausere  
Print Name

Date: May 25, 2022



Sworn and subscribed before me on this 25 day of May, 2022.

Patricia C. Larson  
Commissioner of the Superior Court  
or Notary Public

April 30, 2026  
My Commission Expires



Attachments:

Schedule 2

Attachment 1

OPM Form 1

14886009.2

SCHEDULE 2 TO HARBOR DEVELOPMENT AGREEMENT  
PROJECT CONDITIONS AND MILESTONE PERFORMANCE DATES (PCMPD)

Item Number	Item Name	Item Description	Deadline	Extend for Force Majeure?
1	M&N Contract Amendment	Execution and Delivery of amendment of M&N contract for State control.	completed	No
2	Confirmation of CPA good title	NEO confirmation of good title transfer from CT DOT to CPA.	completed	No
3	Abutter Parcels	Resolution of abutter parcel issues, including NECR lease.	completed	No
4	Additional bonding authority	CPA receives legislative authority and bonding commission action to bond \$60 million in addition to \$25.5 million of bonded funds already available; CPA confirms \$30 million of such \$60 million has been specifically allocated to the Project.	completed	No
5	408 De-Authorization	Confirmation that CWA Section 408 de-authorization is complete.	completed	No
6	Stormwater Permit Issuance	Approval by CT DEEP of the Construction General Stormwater Permit.	completed	No
7	Updated Cost Estimate	60% design and estimates will be delivered by M&N by 7/29/20. 3 <sup>rd</sup> Party review and reconciliation will be completed per this milestone.	completed	No
8	Phase 2 Permits Issued	Phase 2 approvals issued by CT DEEP and USACE.	completed	No
9		<i>Intentionally left blank</i>		
10	"EPC Bids are too high" process (Sec 5.2)	Final GMP Approval under contract between the CMR and Authority.	July 15, 2022	No
11	Item 5 and 6 escrow funding	Funding due to escrow agent by both Parties in accordance with HDA Section 8.3, items 5 and 6.	completed	
11a	Item 7 escrow funding	Funding due to escrow agent by CPA in accordance with HDA Section 8.3, item 7.	completed	
12	Construction Contract	Execution of CMR contract between CMR and Authority	completed	No

	Executed by CPA			
13	Construction Commencement	"Construction NTP" issued to CMR by Authority under CMR contract	completed	Yes
14		<i>Intentionally left blank</i>		
15	CPA construction funding shortfall	CPA Failure to pay Excess Costs pursuant to Section 8.4.	varies	Yes, for CPA time to cure, but not for CPA funding obligation
16		<i>Intentionally left blank</i>		
17	Delivery Dates			
a.	Substantial Completion	Substantial Completion is achieved, Sublease Agreement is executed pursuant to Section 6.1.3, and NEO permitted to enter the Site as tenant	March 1, 2023	Yes
b.	Construction and CMR Demobilization	All construction activities completed and the CMR and any/all other contractors or subcontractors are demobilized completely from the Site	April 10, 2023	Yes
c.	Final Acceptance	Receipt by the Parties of written certification from the Construction Administrator (CA) that all Work has been completed, pursuant to Section 5.5.	June 1, 2023	Yes



## 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 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.

**Attachment 1**  
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](http://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 submissions, through a competitive procurement process or another process authorized by law allowing 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 fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or handling 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.

OPM Form 1



STATE OF CONNECTICUT  
CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

**Check One:**

Initial Certification

Updated Certification because of change of information contained in the most recently filed certification

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

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

Effective July 23, 2021

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

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

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

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

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

www.opm.gov/OPM1

**Effective July 23, 2021**