

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

REQUEST FOR PROPOSALS

OFFICE OF BROWNFIELD REMEDIATION AND DEVELOPMENT TECHNICAL SUPPORT

JUNE 2011

This Request for Proposals includes the following:

- Section I Introduction
- Section II Scope of Services
- Section III Required Information
- Section IV Selection Criteria
- Section V Submission and Selection Process
- Section VI General Conditions
- Section VII Communication Protocol

Exhibits

- Exhibit A State Contract Compliance Notification to Bidders
- Exhibit B DECD Personal Service Agreement (PSA) – Attachment A
- Exhibit C Disclosure Statement
- Exhibit D Access To and Use of Confidential Information Statement

SECTION I - INTRODUCTION

The State of Connecticut, Department of Economic and Community Development (DECD) is seeking Proposals from Civil/Environmental Engineering service firms for project oversight.

The Connecticut Department of Economic & Community Development (DECD) anticipates the need for a qualified, full-service consulting firm to provide technical support related to brownfield programs. The selected firm will be contracted to the State DECD and will report to the DECD Office of Brownfield Remediation and Development (OBRD) via a personal services agreement. In general, the scope of work includes; 1) technical support to the OBRD in coordinating with DEP in their comprehensive evaluation of the remediation programs pursuant to HB 6526; 2) technical support in reviewing and advising on complex remedial and investigation brownfield projects; and 3) technical support to the Dry Cleaning Establishment Program in development of a standard schedule of values for typical activities related to the assessment and remediation of contaminated dry cleaner sites. This schedule of values will be used by the department to standardize the rates charged by engineers and contractors seeking reimbursement through this program;

Expertise should focus on brownfield remediation and environmental site remediation. The selected firm should anticipate a 9-month assignment. The assignment will require a regular presence and attendance at meetings in Hartford. The firm must have Licensed Environmental Professional and environmental engineer on staff to assist with the agency. The lead staff or manager assigned must have a minimum of 10 years' project lead experience and have a full understanding of Connecticut remediation programs and the Connecticut Transfer Act.

SECTION II – SCOPE OF SERVICES

A comprehensive scope of services for this project may include the following.

Number	Activity	Estimated Effort	Cost
1	Development of a standard schedule of values for the Dry Cleaning Establishment Program	2 weeks at 40 hours per week	
2	Attend/Support DEP Comprehensive Program Review of state remedial action and voluntary clean up programs	36 weeks at 5 hour per week	
3	Brownfield application/project review and technical support	estimated effort based on 36 weeks/4 hours per week/one project engineer	
4	Miscellaneous expenses allowance (reimbursement based on invoice)	maximum payment for copying, postage, mileage, etc	\$1,000.00

SECTION III – REQUIRED INFORMATION

Each candidate must provide the information listed below as part of its submission to the Request for Proposals for the services listed. All materials will become the property of the State of Connecticut.

One original and one electronic (PDF) copy of the complete RFP package must be submitted to DECD prior to the response deadline. Each submission in response to the RFP must contain the following information:

1. Identify the primary manager and the project team. Please provide a copy of the resume for any team-members.
2. A fee proposal specifying hourly rates to be charged and estimated hours. The fee proposal should be presented by the tasks outlined in the scope of work. The total fee proposal shall be based on time and materials.
3. A signed copy of the Notification to Bidders Form contained in Exhibit A.
4. Confirmation that the firm can accept the standard terms of the Personal Service Agreement (PSA) forms (See Exhibit B); otherwise identify any proposed changes that the bidder feels are necessary for acceptance of the assignment.
5. An executed Disclosure Statement stating that the firm has no financial interest in the outcome of the proposed project and will not have such interest at any time during the term of the contract.
6. An executed Access To and Use of Confidential Information (Exhibit D)
7. A current Certificate of Insurance
8. 10 page maximum exclusive of required forms and resumes

SECTION IV – SELECTION CRITERIA

Proposals from technical support services will be evaluated according to: 1) the firm's demonstrated experience in significant brownfield redevelopment; 2) qualifications of firm's personnel assigned to support DECD; 3) the fee proposal associated with this support; 4) the firm's familiarity with federal and state laws and protocols governing brownfield assessments, remediation and redevelopment; 5) the firm's demonstrated commitment to affirmative action; and 6) the firm's demonstrated ability to begin work immediately and within an ongoing, aggressive schedule. The State retains the right to reject all the proposals.

SECTION V – SUBMISSION AND SELECTION PROCESS

All submissions to the RFP for this project must be in the possession of the State of Connecticut **no later than 3:00 PM on June 24, 2011**. All submissions must include one original and one (1) copy of the entire package.

No submissions will be accepted after this date and time. Receipt time/date of the original document shall govern. DECD will base the selection on the submission package received, and recommend a selected firm to the Commissioner of Economic and Community Development.

Upon selection of the Preferred Consultant, a Personal Service Agreement (PSA) concerning roles and responsibilities and financial terms and other conditions shall be negotiated between the Preferred Consultant and the State of Connecticut.

SECTION VI – GENERAL CONDITIONS

Important Note: All consultant candidates must be willing to adhere to the following conditions and must positively state this in the proposal.

1. All proposals in response to this RFP are to be sole property of the State. Consultant candidates are encouraged not to include in their Proposals any information, which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable to the State, developed under a contract awarded, as a result of the RFP is to be the sole property.
3. The consultant candidate agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
4. The State may amend or cancel this RFP, prior to the due date and time, if the State deems it to be necessary, appropriate, or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered.
5. The firm must agree that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by the State, with the exception of personnel who have terminated employment.
6. Replacements for personnel who have terminated employment are subject to approval by the State. At its discretion, the State may require the removal and replacement of any of the consultant candidate's personnel who do not perform adequately, regardless of whether they were previously approved by the State.
7. Any costs and expenses incurred by consultant candidates in preparing or submitting Proposals are the sole responsibility of the consultant candidate. A consultant candidate, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

8. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of Proposals may be required by the State at the consultant candidate's sole cost and expense.
9. The consultant candidate awarded the contract may be required to give presentations to the extent necessary to satisfy the State's requirements or needs. In some cases, consultant candidates may have to give presentations or further explanation to the RFP evaluation committee.
10. The consultant candidate represents and warrants that the proposal is not made in connection with any other consultant candidate and is in all respects fair and without collusion or fraud. The consultant candidate further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the consultant candidate's proposal preparation.
11. All responses to the RFP must conform to instruction. Failure to answer all questions or to follow the requested format may be considered appropriate cause for rejection of the response.
12. The contract document will represent the entire agreement between the consultant candidate and DECD and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment for services under the terms of the contract until the successful consultant candidate is notified that the contract has been accepted and approved by the State and by the Attorney General's Office. The contract may be amended only by means of a written instrument signed by the State, the consultant candidate, and the Attorney General's Office.

Rights Reserved to the State

The State of Connecticut reserves the right, at its sole and absolute discretion, to extend any of the actual or proposed dates in the time schedule applicable to all firms, and further reserves the right to reject any and all submissions from any or all design candidates and to republish the RFP.

The State also reserves the right, at its sole and absolute discretion, to terminate the RFP process at any time prior to execution of any agreement.

The State reserves the right to award in part, to reject any and all Proposals in whole or in part, to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served; for misrepresentation or when the consultant candidate is in default of any prior State contract; or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP.

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

SECTION VII – COMMUNICATION PROTOCOL

All correspondence, inquiries and submissions regarding the process should be directed to:

State of Connecticut
Department of Economic and Community Development
Office of Responsible Development
505 Hudson Street
Hartford, CT 06106-7106
ATTN: Peter Simmons
Executive Director, Office of Responsible Development
PHONE: 860-270-8149

All inquiries must be in writing to DECD-ORD and directed exclusively to Mr. Simmons.
Inquiries may be transmitted via email.

Email Address: peter.simmons@ct.gov

The firm shall carefully examine the contents of this RFP and related documents. Any questions, ambiguities or inconsistencies shall be brought to the attention of Mr. Simmons in writing by **June 10, 2011**. Failure to do so will constitute acceptance by the firm of any subsequent interpretation or decision by the State. No interpretation of the meaning of this RFP will be made orally. In the event that the State or its financial advisors provide any interpretation, only written interpretations will be binding upon the State. All questions, clarifications and other responses will be distributed to all candidates promptly.

It is the responsibility of each firm to advise Mr. Simmons of the appropriate name and address for the mailing (or facsimile transmission) of any communication, interpretation or addendum.

The State of Connecticut reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the RFP process. The State acknowledges that information contained in the submission is subject to the Freedom of Information Act (FOIA).

All Proposals in response to this RFP are to be sole property of the State. Consultant candidates are encouraged not to include in their Proposals any information, which is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

Exhibit A

CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4a-60 of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j et. seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” (1) “Minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 32-9n; (2) “Minority groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans ... (2) Hispanic Americans ... (3) Women ... (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians ... “ (3) “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. (4) The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-30(10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirement:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30 of the Contract Compliance Regulations.

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

Exhibit B

DECD Personal Service Agreement (PSA) – Attachment A

This Personal Service Agreement (hereinafter “Agreement”) entered into this _____ day of _____ 2007 (the “date of execution”), is between the STATE OF CONNECTICUT acting through the Commissioner of the Department of Economic and Community Development pursuant to Conn. Gen. Stat sections 32-1c, 32-5, 4-8 (hereinafter the “State”) and _____ (hereinafter “Contractor”). The parties hereto agree that the services specified below shall be provided by the Contractor in strict compliance with the provisions of this Agreement.

TERM

Performance under this Agreement shall commence on _____, 2007 but may be terminated at will by either party upon thirty 30 days written notice as more fully set forth in Section 18, Part 1 of this Agreement.

Part 1

CONDITIONS

1. Entire Agreement

This Agreement embodies the entire agreements between the State and the Contractor on the matter specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and the predecessors. No change, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties and approved by the Attorney General or his Deputy. This Agreement shall insure to the benefit of each party’s heirs, successors, and assigns.

2. Changes in Services

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. Contractor shall implement no change unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the State will mutually agree in writing to an equitable adjustment.

3. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized and financed to perform such services. Contractor shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall perform all services in accordance with its methods,

subject to compliance with this Agreement and all applicable laws and regulations. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

4. Notices

Unless otherwise expressly provided to the contrary notices provided for hereunder shall be in writing and may be delivered personally or by mail. Notices will be effective if delivered personally or, if by mail, upon receipt, to the following addresses:

STATE: Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106
U. S. A.

ATTENTION: Sophia Hastings, Office of Finance and Administration

CONTRACTOR: Company Name
Address

ATTENTION: _____

The parties may change their respective addresses for notices under this paragraph 4 upon prior written notification to the other.

5. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations and orders of the governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder.

6. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractor necessary to perform the services under this Agreement.

Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees' performance or subcontractor's performance which may reasonably be expected to affect Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give a thirty-day (30) notice to Contractor of the State's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to satisfy the State that employee should not be reassigned. However, at the State's decision and sole discretion, after such fifteen days thereafter, or thirty days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

7. Conflicts, Error, Omissions and Discrepancies

- a. In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.
- b. In case of conflicts, discrepancies, error or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, error or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

8. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractor, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

9. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, press, business entity or official body unless prior written consent is obtained from the State.

10. Quality Surveillance

All services performed by Contractor shall be subject to the inspection and approval of the state at all times, and Contractor shall furnish all information concerning the services and grant the State's duly authorized representatives free access at all reasonable time upon 24-hour notice to Contractor's facilities where the services under the Agreement are performed or where the books and records relative to such services are maintained, and shall allow such representatives free access to any and all such books and records. At the State's request, the Contractor shall provide the State with hard copies of or

magnetic media containing any data or information in the possession of the Contractor, which pertain to the State's business under this Contract.

11. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

12. Examination of Contractor's Records

The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Contractor or its subcontractor pertaining to work performed under this Contract. The State will give Contractor or such subcontractor 24-hour notice of such intended examination.

At the State's request, the Contractor shall provide the State with hard copies of or magnetic tapes containing any data or information relating to the State's business, which data or information is in the possession or control of the Contractor. The Contractor shall incorporate this paragraph 12 verbatim into any agreement it enters into with any subcontractor providing services under this Agreement.

13. Promotion

Unless specifically authorized in writing by the Commissioner of the Department of Economic and Community Development on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, or seal of the State:

- (a) in any advertising, publicity, promotion; or
- (b) to express or to imply any endorsement of Contractor's products or services;
or
- (c) to use the names of the State, its officials or employees or the State Seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State.

14. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein in Part 1, Sections 8, 9, 13 and 15 of this Agreement, shall remain in full force and effect.

15. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence

all files, records, documents or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where a disclosure of such information by Contractor is required by other governmental authority to ensure compliance with the laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

16. Non-Discrimination

- (a) For the purposes of this Section, "minority business enterprise" means any small contractor or supplier of materials fifty-one (51) percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (b) For the purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.
- (c) For the purposes of this Section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition, or repair of public building, highways or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matched expenditures, grants, loans, insurance or guarantees.
- (d) (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 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 the State of Connecticut. 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 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 the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract

or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under its 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 Conn. Gen. Stat. sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sections 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (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 related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (e) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (f) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (g) The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. section 46a-56, as amended by section 5 of Public Act 89-253; providing if such contractor becomes involved in, or is threatened
- (h) with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation, or negotiation prior thereto to protect the interest of the State and the State may so enter.
- (i) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.
- (j) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate against or permit discrimination against any persons or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; 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; 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 of the General Statutes; 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 of the General Statutes.

- (k) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the General Statutes; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor it may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may enter.

17. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity, which it may have with respect to all matters arising out of this Agreement.

18. Termination

The parties mutually agree that either may terminate this Agreement upon thirty (30) days written notice delivered to the other by certified or registered mail to the notice addresses as provided in Section 4 of this Part.

19. Terms

Wherever the term "Commissioner" is used in this Agreement it shall include the State Commissioner of

the Department of Economic and Community Development or his authorized agent, employee or designee.

20. Assignment

This agreement shall not be assigned by either party without the written consent of the other.

21. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

22. Subpoenas

In the event the State's records are subpoenaed pursuant to Conn. Gen. Stat. section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 4 of part 1 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoenas together with a copy of the same to the person designated for the State in Section 4 of Part 1 of this Agreement.

23. Violence in the Workplace Prevention

This agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be cancelled, terminated or suspended by the state for violation of or noncompliance with said executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

24. Governor M. Jodi Rell's Executive Order No. 7C

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), Contractor shall comply with the gift and campaign contribution certification requirements of Connecticut General Statutes § 4-252 and section 8 of Governor M. Jodi Rell's Executive Order Number 1. For purposes of this paragraph, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

25. State Contracting Standards Board

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for DECD's consideration and final DECD determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

26. Disclosure of Consulting Agreements

Pursuant to subsection (b) of Section 51 of P.A. No. 05-287, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting

agreement" 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 contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Section 51 of P.A. No. 05-287.

27. Insurance Requirements for Personal Service agreement of \$100,000 or more

(a) Contractor shall procure and maintain for the duration of the contract the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the occurrence limit.
- 2) Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of The State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) Professional Liability: The contractor shall maintain professional liability coverage providing for a total limit of \$1,000,000 to cover any act, error or omission to cover any claim arising from the performance of the designated professional services (if available).

(b) Additional Insurance Provisions

1. The State of Connecticut Department of Economic and Community Development, its officials and employees shall be named as an Additional Insured on the Commercial General Liability Policy.
2. Described insurance shall be primary coverage and contractor and contractor's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
3. Contractor shall assume any and all deductibles in the described insurance policies.
4. Each insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State of Connecticut.

5. Each policy shall be issued by an insurance company licensed to do business by Connecticut Department of Insurance and having the best rating of A-, VII or better.

28. Campaign Contribution Restriction

“For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State 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 Attachment B [SEEC Form 11]

Part 2

SPECIFICATION OF SERVICES

1. Scope

This Agreement is entered into by the State of Connecticut, Department of Economic and Community Development (“DECD”) with Contractor’s name. (“Contractor”) to provide the Department of Economic and Community Development with assistance...

2. Contractor’s Responsibilities

Add/list contractor’s responsibilities

3. State’s Responsibilities

The State through the Department of Economic & Community Development shall provide the following:

- a. Establish priorities of work performed by the contractor.
- b. Oversee the overall activities of the contractor.
- c. etc.

Part 3

INVOICING, PAYMENT AND MISCELLANEOUS FEATURES

1. List requirements
2. Contract value will not exceed \$****

Exhibit C

DISCLOSURE STATEMENT

Project Title:

Location:

Sponsoring Agency:

I, _____ (name), hereby declare that
_____ (firm/company) has no financial interest
in the outcome of the proposed project and will not have such interest at any time during the
term of the contract.

Authorized Signature

Date

Exhibit D

Access to and use of Confidential Information

Consistent with our efforts to ensure that all department personnel are sensitized to the importance of safeguarding the many types of confidential information we handle and maintain, this policy statement, and your acknowledgment of its content, will become part of your official personnel file.

Employees, consultants, and loaned staff of the Department of Economic and Community Development, often have access to oral and written information of a confidential or privileged nature, particularly concerning customers and clients. The use of such information for personal gain is prohibited. Employees may not copy or divulge records, or information obtained orally, for use other than in connection with their official duties, without specific permission from their administrator.

All employees, consultants, and loaned staff should ensure that all confidential or privileged records are kept in secured areas. Reasonable precautions should be taken to protect the records in their custody from the danger of fire, theft, flood, natural disaster, and other physical threats, **as well as unauthorized access to individuals within or outside the agency.**

All employees, consultants, and loaned staff are asked to sign the acknowledgment below. Administrators are instructed to see that the Office of Human Resource and Staff Development is provided with the original signed copy. Failure to follow this policy may result in disciplinary action.

I (the undersigned) have read and understand this policy statement and agree not to disclose confidential information or records that come into my possession to anyone other than persons authorized by my Administrator/Director.

Name

Date

1/1/98