



STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

July 21, 2014

Re: Request for a Proposal for a Consultant to Act as an Extension of Staff to Assist the Public Utilities Regulatory Authority in its Regulatory Oversight of Utility Rate Making and All Other Utility Issues Affecting the Cost and Provision of Utility Service in Connecticut

To Whom It May Concern:

The Connecticut Public Utilities Regulatory Authority (PURA or Authority) of the Department of Energy and Environmental Protection is sending your firm a request for proposal (RFP) for a consultant to act as an extension of staff to assist the PURA in its regulatory oversight of utility rate making and all other utility issues affecting the cost and provision of utility service in Connecticut.

Pursuant to §16-18a of the General Statutes of Connecticut (Conn. Gen. Stat.), the PURA is seeking qualified consultants with successful experiences in the utility regulatory industry. The PURA seeks consultants to assist the Authority's staff in ruling on regulatory matters during docketed proceedings, potentially in all areas of utility regulation, and encompassing the gas, water, telecommunications and electric utility disciplines. Consultants may submit proposals for all such services or any subset of these services. Those firms selected for this engagement will be placed on a preferred list of consultants for not more than 36 months to be considered for extension of staff assignments, as needed. The Authority requests proposals from qualified bidders to perform this assignment. Attachment 1 identifies the authority and required scope of the engagement. Attachment 2 provides guidelines to the consultant for the engagement. Attachment 3 provides guidelines on the proposal itself. Attachment 4 provides excerpts from Conn. Gen. Stat. Attachments 5 and 6 provide the sample contract and associated forms that the selected Contractors will be required to execute prior to commencement of service. Firms submitting proposals are requested to complete and include all such appropriate forms in Attachment 6 with their submissions. Further information on utility regulation in Connecticut can be found on the Authority's website at <http://www.ct.gov/pura>.

The Authority requests that 10 copies of the proposals be sent to the PURA to the attention of Denise Kerr at the Authority's address (State of Connecticut, Public Utilities Regulatory Authority, Ten Franklin Square, New Britain, Connecticut 06051) by August 27, 2014. The Authority would also appreciate an electronic version of the proposal in Word, which may be filed with the paper copies on diskette or CD. The Authority requests proposals with the intent of having the consultant begin the engagement immediately upon being selected to do so.

PUBLIC UTILITIES REGULATORY AUTHORITY

Peter A. Pescosolido
Chief, Utility Regulation

10 Franklin Square, New Britain, CT 06051

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www.ct.gov/pura

ATTACHMENT 1

STATEMENT OF SCOPE, PURPOSE AND CONDITIONS

General Scope of the Engagement

This consulting engagement is authorized under Conn. Gen. Stat. §16-18a. The consultants will assist the Authority's staff, as needed, in ruling on regulatory matters during docketed proceedings, potentially in all areas of utility regulation, and encompassing the gas, water, telecommunications and electric utility disciplines. Regulatory matters will include, but not be limited to: rate cases, revenue requirements, finance, accounting, engineering, rates, cost of service, conservation, generation, cybersecurity, and any other regulatory issue affecting the cost and provision of utility service in Connecticut. Consultants may submit proposals for all such services or any subset of these services. For example, a consultant may submit a proposal to provide electric finance services, or gas engineering services, or some or all services in the water discipline, in conservation, depreciation, etc., or in all utility services combined. In this regard, proposals should clearly indicate the specific area(s) for which the firm is offering service(s) and the firm's experience relative to these areas should be highlighted. The PURA has hired consultants to assist in all areas of rate proceedings, or separate areas such as finance, accounting, rates, depreciation, etc., also for specialized topics such as emergency storm response and preparation, regulatory adjustment mechanisms, the gas expansion plan, in response to legislative requirements, and other regulatory matters.

Pursuant to Conn. Gen. Stat. §16-18a, consultants are permitted to assist the Authority's staff in a proceeding after notice and comment from the parties. Consultants submitting proposals and selected for this assignment will be placed on a preferred list of consultants for not more than 36 months to be considered for extension of staff assignments, as needed. At the time of selection to the preferred list, the consulting firm will be required to enter into a contract for services consistent with the scope of this engagement (sample Attachment 5) and will have completed all necessary requisite forms (Attachment 6). As assignments come up, the specific scope items and desired budget for the engagement will be discussed with the firm(s) under consideration. Additional evaluative information may be required from the firm(s) under consideration before a selection is made. If the selected firm is not able to assemble a team to the PURA's satisfaction, or is unable to perform the assignment for any reason, another consulting firm will be selected from the preferred list. If, for any assignment during the 36-month tenure of the preferred list, the PURA elects to consider, in addition to candidates currently on the preferred list, other consulting firms that are not currently on the preferred list, the PURA may issue an RFP to all such candidates. The PURA may, at its discretion, and at any time during the 36-month tenure, update and/or make alterations to the preferred list as it deems appropriate. While acceptance onto the preferred list does not guarantee selection for any given assignment, it provides consultants the opportunity to be considered by the PURA for engagements, as they arise, over the tenure of the list. The consulting firm, by entering into this engagement,

accepts the Authority's prerogative to manage the preferred list in the manner described above.

In assisting staff in the docketed proceeding relative to this engagement, the consultant may be responsible for:

1. the analysis of pre-filed testimony;
2. the preparation of discovery requests;
3. auditing the companies procedures and operations;
4. examination of the evidence;
5. cross-examination at public hearings;
6. attending staff meetings, providing the PURA with a detailed write-up and findings, conclusions, and recommendations on the entire matter and assisting staff in writing significant portions of the Authority's decision in the docket.
7. On-going monitoring of compliance with orders and recommendations, as needed.

Pursuant to Conn. Gen. Stat. §16-18a, the PURA shall limit the reasonable and proper expenses for consultant services to not more than two hundred thousand dollars per proceeding.

Consultant proposals for this engagement shall include, among other items, the consultant's experience/qualifications, hourly rates, and approach to assisting PURA.

Strong consideration will be given to consultants who have a broad base of knowledge across the utility industries, and have proven success in addressing all issues cited in the above description of scope.

All questions on this RFP should be directed in writing to Robert Palermo, Robert.palermo@ct.gov, Denise Kerr, denise.kerr@ct.gov, and Ondria Lucky, Ondria.lucky@ct.gov, not later than August 12, 2014. Answers to such questions will be located at the Department of Administrative Services website at the following link, <http://das.ct.gov/cr1.aspx?page=12>. Once in this link click on CURRENT SOLICITATIONS, next, for Organization, select Energy & Environmental Protection, Department of, then click on "Search Solicitations" to locate this RFP and the answers to questions submitted. For those who receive paper copies of this RFP, access the Connecticut Department of Administrative Services website, select "State Contracting Portal," and then follow the above steps. The selected firm for this assignment should be registered with the Connecticut Secretary of State prior to entering into a contract for this engagement. Registration can be done on line at the following website: <http://www.concord-sots.ct.gov/CONCORD/index.jsp>

ATTACHMENT 2

ENGAGEMENT ACTIVITIES AND GUIDELINES

1. Timetable

Contractors must be prepared to commit sufficient personnel and effort in order to meet the timetable mutually agreed to between the Authority and the selected firm.

2. Authority's Use of Proposals and Contractor Work Product

During the process of evaluating the proposals, the Authority reserves the right to request additional information or clarification from any firm submitting a proposal, and to permit corrections of errors or omissions without notice to other competing firms. The Authority shall be held harmless if it or the firm retained for this or any subsequent engagement employs at any time, any technique, methodology, or procedure suggested in any proposal, regardless of whether such proposal is from the firm selected to perform the engagement. Proposals received by the Authority are subject to the Connecticut Freedom of Information Act, Conn. Gen. Stat. § 1-200 et. seq.

Implementation plans, software programs, and other system applications developed or purchased by the contractors in connection with this engagement shall be available for use by the Authority at no additional cost for an unlimited time after the completion of this engagement.

3. Notification of Award

You agree to not make any press announcement or release a news release or announcement concerning your selection for the engagement prior to the Authority's public release of said information or in the alternative, without the written approval of the Authority.

4. Other Authority Rights

By its solicitation of proposals the Authority does not forfeit its right to reject any or all proposals submitted as a result of this RFP.

The Authority may terminate the selected firm's engagement at any time with or without cause, upon ten (10) days written notice. The selected firm, by acceptance of the engagement, waives any rights to claim damages as a result of such termination.

The Authority will be the final arbiter of all disputes arising from engagement-related matters.

5. Costs of Preparing Proposals

Any firm submitting a proposal in response to this RFP does so at its own expense. It is understood that the selected firm will not include proposal costs, or any costs incurred prior to the engagement award, as reimbursable costs related to the engagement itself.

6. Assignments under this Agreement

As a result of the PURA's preferred selection process for a given engagement, the Authority will assign a specific selected firm to an extension of staff assignment under this Agreement only in writing, signed by the Chairman of the Authority or his/her designee. The topical scope of the assignment and the end product required will be established by the Authority. In response to the Authority's request for such services under this Agreement, a consulting firm shall promptly submit to the Authority for evaluation and approval a detailed projected plan and budget for the assignment containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the services expected to be performed as prescribed by the Authority, an estimate of the time required to successfully complete the assignment, and an estimate of the cost of the work broken down into various phases of the services expected to be performed. Pursuant to the submittal(s) being evaluated, the consulting firm will be selected for the engagement if its submittal is approved by the Authority or if it agrees to modifications to the submittal recommended by the Authority. The Authority, in its sole discretion, may require revisions, supplements and modifications to the plan and budget from time to time. The specific selected firm will not be compensated for the preparation, amendment or modification of the plan and budget.

7. Authority Staff Participation

The Authority will exercise such monitoring and controls as are appropriate and necessary to achieve the desired and agreed-upon product from the consultant. In addition, a member (or members) of the Authority staff may attend selected interviews, and may participate in review and analysis, data gathering, and report preparation of one or more areas of the Company.

8. Reporting Procedures

The selected firm and PURA will meet as necessary, as determined by PURA, or upon request of the selected firm, to discuss the progress of the engagement.

9. Access to Information Sources

The selected firm will have access to the official books and records of the Authority germane to the audit's objectives. Further, it is expected that the selected firm's legitimate informational needs will be both promptly and voluntarily met by the Company, but, if necessary, the statutory rights of the Authority to conduct an audit, investigation, or review of the books, records, plant and equipment of the Company will be invoked in the performance of the engagement.

10. Hearings

In addition to providing analysis and supportive written materials, the selected consultant may, as noted, be called upon to participate in public hearings and the cross-examination of witnesses in the docket. However, the consultant, as an extension of staff, will not be required to offer testimony.

11. Work Products

The consultant work products shall be considered public documents and shall be made available for public inspection and distribution as required. The Authority expects that draft contributions to the draft decision will be submitted to the Authority for review and approval in accordance to the Authority's time schedule for this engagement.

12. Work Papers

At the conclusion of the engagement, the selected firm shall make copies of significant work papers and source documents available to the Authority, if so requested.

13. Cost

Provide the hourly rates for each member of the Consultant's team to be performing consulting services in the engagement.

For the hearings related to the engagement, the proposal should indicate on a separate page the individual hourly or daily rates, for those on the consultant's team who will participate.

Fees for participation in the hearings shall be billed separately on a monthly basis. Payment for participation in the hearings will be made in full.

The Authority will reimburse the selected firm for actual, necessary and reasonable out-of-pocket disbursements and expenses. The Authority will not reimburse the selected firm for any overhead related expenses, including but not

limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved in advance and in writing by the Authority. The selected firm shall be reimbursed for reasonable expenses for transportation, parking and reasonable lodging and meals associated with any interstate travel, specifically excluding first class and business class airfare, as approved in advance in writing by the Authority. The selected firm shall not be compensated for any time spent preparing any billing documentation, including but not limited to any such documentation required under the contract.

14. Payment

The selected firm will submit monthly invoices to PURA. It will be necessary to submit supporting documents such as detailed time sheets, expense reports, and vouchers for lodging and transportation, to PURA for review and submittal to the Company. Invoices must separately indicate (1) professional service fees, (2) travel and lodging, and (3) all other costs.

For professional service fees, invoices must identify the individuals for whom services are being billed, the number of hours being billed, detail of the activities worked on, the hourly billing rates, and the total fees. PURA personnel will review such charges and submit them to the affected utilities for payment.

The Authority, will be the final arbiter of all disputes regarding cost and payment.

In accordance with Conn. Gen. Stat. §16-18a, all expenses of the engagement shall be borne by the regulated companies. The Authority, not the regulated companies, is the client of the engagement.

ATTACHMENT 3

PROPOSAL GUIDELINES

1. Firm Experience and References

The proposal should contain brief descriptions of related work conducted in the last four years, and any currently in progress. Included should be whether the work was performed by the firm or by proffered individuals independent of the firm. The date of any final report should be given for each such work cited, and the client's/reference's name and phone number should be provided.

2. Resumes of Individuals

Each resume must include, after the person's name, the task area(s) in which the person will participate. The names of the persons who will perform the major portion of the engagement's duties should be specified in the proposal. Such individuals should be available for Authority interview, if called upon, subsequent to the Authority's review of the proposal. Resumes, which highlight relevant professional experience, should be presented for all contractors assigned to the project. Resumes should also include educational backgrounds and significant industry experiences.

3. Organization of Project Team

Proposals should include organization charts with the names of the personnel and their areas of responsibility. PURA must be notified in writing of any changes in the personnel originally proposed to perform the engagement. PURA may reject any proposed replacements that, in the opinion of PURA, are insufficiently qualified to perform the assigned tasks.

4. Approach

The general approach to be used to achieve the objectives of the engagement should be briefly described.

5. Affirmative Action

The proposal should include a brief description of the firm's Affirmative Action plan and its employee census from the standpoint of Affirmative Action.

6. Legal Compliance

All firms shall certify that the performance of the engagement will be in compliance with all federal and Connecticut laws, including all labor laws and all anti-discrimination legislation.

All firms submitting a proposal in response to this request, and all potential subcontractors to such firms shall certify that: (1) the prices quoted have not been knowingly disclosed to any competitor or any other potential bidder, (2) such prices have been determined independently without communication, agreement, or collusion with such competitors or potential bidders, (3) no attempt has been made to persuade any such competitor or potential bidder to submit or not to submit a proposal, and (4) no other actions of any kind have been taken which might be perceived as having the purpose of restricting or discouraging competition.

7. Insurance

Your firm shall be expected to secure and maintain, at no cost or expense to the Authority, professional liability insurance or Comprehensive General Liability Insurance (CGL) to insure against damages and costs resulting from, but not limited to, negligent acts, errors, and omissions in the performance of any engagement agreement resulting from this RFP. If such policy contains a deductible clause, your firm shall be liable to the extent of the deductible amount. The State requires consultants to carry adequate insurance. Include in the proposal information regarding the type and amount of liability insurance carried by your firm. Proof of insurance shall be provided to the Authority no later than the date of execution of any agreement.

8. Indemnity

Your firm shall be expected to indemnify 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 engagement, including those arising out of injury to or death of Contractor's employees or subcontractors, 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. Page Numbering

The pages of the proposals should be sequentially numbered for accurate referencing.

ATTACHMENT 4

Excerpts from Conn. Gen Stat.

Sec. 16-18a. Consultants: Retention, expenses, findings and recommendations. (a) In the performance of their duties the Public Utilities Regulatory Authority and the Office of Consumer Counsel may retain consultants to assist their staffs in proceedings before the authority by providing expertise in areas in which staff expertise does not currently exist or when necessary to supplement existing staff expertise. In any case where the authority or Office of Consumer Counsel determines that the services of a consultant are necessary or desirable, the authority shall (1) allow opportunity for the parties and participants to the proceeding for which the services of a consultant are being considered to comment regarding the necessity or desirability of such services, (2) upon the request of a party or participant to the proceeding for which the services of a consultant are being considered, hold a hearing, and (3) limit the reasonable and proper expenses for such services to not more than two hundred thousand dollars for each agency per proceeding involving a public service company, telecommunications company, electric supplier or person seeking certification to provide telecommunications services pursuant to chapter 283, with more than fifteen thousand customers, and to not more than fifty thousand dollars for each agency per proceeding involving such a company, electric supplier or person with less than fifteen thousand customers, provided the authority or the Office of Consumer Counsel may exceed such limits for good cause. In the case of multiple proceedings conducted to implement the provisions of this section and sections 16-1, 16-19, 16-19e, 16-22, 16-247a to 16-247c, inclusive, 16-247e to 16-247i, inclusive, 16-247k and subsection (e) of 16-331, the authority or the Office of Consumer Counsel may exceed such limits, but the total amount for all such proceedings shall not exceed the aggregate amount which would be available pursuant to this section. All reasonable and proper expenses, as defined in subdivision (3) of this section, shall be borne by the affected company, electric supplier or person and shall be paid by such company, electric supplier or person at such times and in such manner as the authority or the Office of Consumer Counsel directs. All reasonable and proper costs and expenses, as defined in subdivision (3) of this section, shall be recognized by the authority for all purposes as proper business expenses of the affected company, electric supplier or person. The providers of consultant services shall be selected by the authority or the Office of Consumer Counsel and shall submit written findings and recommendations to the authority or the Office of Consumer Counsel, as the case may be, which shall be made part of the public record.

ATTACHMENT 5

Sample Contract

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT

Rev. 6/12/13 (DEEP Electronic Format)

Enter the Program Name or delete text here

(Enter Title of the Agreement)

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

CHECK ONE:

- GRANT
 PERSONAL SERVICE

AGREEMENT

- THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
- ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. P.O.
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CONTRACTOR	(3) CONTRACTOR NAME		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS	CONTRACTOR FEIN/SSN	

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - _____, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) _____ THROUGH (TO) _____	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) 1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of ___ pages numbered A-1 through A-___ inclusive. <p style="text-align: center;">Page 1 of 8</p> Standard Terms and Conditions are contained in Pages 2 through 8 and are attached hereto and made a part hereof.
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of ___ page(s) numbered B-1 through B-___). Total Payments Not to Exceed the Maximum Amount of \$ _____.
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(11) OBLIGATED AMOUNT	
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(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE _____ DATE _____
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE _____ DATE _____
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE _____

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____ DATE: _____

1. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2. Non-Discrimination.
 - (a) For the purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
 - For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
 - (b)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 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 Connecticut General Statutes § 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.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

3. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed

in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party

(g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

4. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

5. Definitions:

a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.

b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.

d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.

f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.

g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

6. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.

7. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

8. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

9. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
10. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
11. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
12. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
13. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
14. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request
15. Audit and Inspection of Plants, Places of Business and Records.
 - (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) All audits and inspections shall be at the State's expense.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
16. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

17. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
18. Campaign Contributions. 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 attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
19. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
20. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
21. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
22. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to

be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

23. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
24. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
25. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
26. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
27. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
28. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
29. Protection of State Confidential Information.
 - a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

- 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
30. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
31. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
32. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.



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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

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

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

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

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

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

ATTACHMENT 6
FORMS TO COMPLETE

1. Contractor Authorization to enter into contracts.

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CONTRACTOR AUTHORIZATION GUIDE

I. INTRODUCTION

This Contractor Authorization Guide (“Guide”) serves to help State of Connecticut contractors draft and procurement personnel (“State Personnel”) review the appropriate contractor authorizations (“Contractor Authorizations”), also known as corporate resolutions, that are necessary before entering into contracts with the State of Connecticut. Some of the information in this Guide is included specifically to address commonly asked questions about Contractor Authorizations.

The purpose of Contractor Authorizations is to ensure that the person signing a contract for an entity has the requisite authority to bind that entity, and consequently, that the State agency is entering into a legally authorized and binding agreement. Before executing a contract with an entity, including nonprofits, agencies must obtain Contractor Authorizations. Appropriate Contractor Authorizations must evidence the following three facts (“Facts”):

- (1)** the entity itself has authority to enter into contracts;
- (2)** a particular individual has authority to execute contracts on behalf of the entity; and
- (3)** the individual signing for the entity currently holds the office or position that they represent they hold (this is the “incumbency” resolution, which, if adopted, means that there’s no need for an Incumbency Certificate).

What is an entity? An “entity” is an organization created in accordance with the laws of a particular state. It has a separate and distinct legal existence from the person who creates the entity and from any individual who acts on behalf of the entity. Examples of entities include corporations and various types of LLCs and partnerships, as further explained in Part II of this Guide.

Contractor Authorizations are not required when entering into contracts with Connecticut municipalities, other states, Federal entities or foreign countries. For Connecticut municipalities, it is not necessary to obtain resolutions from their governing bodies. Rather, it is necessary to obtain only a certificate from the town clerk stating that the officer signing the contract holds that office and has the authority to sign contracts.

Are Contractor Authorizations required when entering into a contract with an individual or a sole proprietorship? No. An individual is not an entity; their signature on a contract binds them without anything else being required. A sole proprietorship is merely an individual using a nickname to conduct

business. Sole proprietorships are not entities because the sole proprietorship itself is not organized as an entity in accordance with state law. This means that it does not have a separate and distinct legal existence apart from the individual person. A sole proprietorship's signature on a contract consists of a signature line for the given, proper name of the individual, followed by "d/b/a" and then the name of the business.

What about joint ventures? It depends. A joint venture may or may not have a separate and distinct legal existence from those who form the joint venture (in accordance with the laws of a particular state). Regardless of whether a joint venture is a separate and distinct legal entity, ensuring that a joint venture submits the appropriate Contractor Authorization can be complicated. Please contact Assistant Attorney General José O. Salinas for assistance at jose.salinas@ct.gov.

II. WHAT CONSTITUTES CONTRACTOR AUTHORIZATIONS?

An entity may satisfy the requirement to submit Contractor Authorization in accordance with the following, as applicable depending on the form of entity involved. The underlined word "duly" below means that it is done in accordance with an entity's governance and management documents. The date of the referenced certificate (as distinguished from the date that the contractor entity took action to grant authorization) cannot be more than thirty (30) days from the date that the entity executes the contract.

a. Corporations. Corporations may submit *just one* of the following, with appropriate language to evidence the Facts, as Contractor Authorization:

1. A certificate from the Secretary or other duly authorized officer setting forth a copy of the actual resolutions adopted by the board of directors (the resolutions begin with "RESOLVED, that . . ."). Below is a sample form for this certificate. It is not important for the resolutions in the certificate to read exactly the same as the form below, only that the three Facts are appropriately satisfied;
2. A certificate from the Secretary or other duly authorized officer attaching a copy of the applicable section of the corporation's bylaws (and any "company plan" to which they might refer for such authority, if applicable); and
3. A certificate from the Secretary or other duly authorized officer attaching a copy of the minutes of the board of directors.

The Secretary's or officer's certificate must be dated within thirty (30) days from the date that the officer executes the contract. In addition, the certificate must include an "incumbency statement." An incumbency statement is a certification that the officer or authorized representative signing the State contract currently holds that office or position. The contractor can either include the incumbency statement within one of the certificates listed above or provide it as a separate document (see samples on pages 4 and 8 of this Guide).

b. Limited Liability Companies. The governance of limited liability companies is often set forth in an agreement called an operations agreement. Since operations agreements sometimes impose conditions and restrictions on the authority of a particular manager or member to bind the LLC, an LLC may submit *just one* of the following, with appropriate language to evidence the Facts, as Contractor Authorization:

1. A unanimous consent signed by all members or managers. Below is a sample form for this consent. In addition, the LLC must also submit a duly authorized officer's certificate attaching a true and complete copy of those parts of the operations agreement that identify all of the current members or managers;
2. A certificate from a duly authorized officer (i) setting forth resolutions that the managers or members have adopted and (ii) attaching a true and complete copy of those parts of the operations agreement that identify all of the current members or managers; and
3. A certificate from a duly authorized officer attaching a true and complete copy of those relevant portions of the operations agreement that identify (i) which members or managers have the authority to bind the LLC in contracts and (ii) all of the current members or managers.

c. Partnerships. The governance of partnerships is set forth in a partnership agreement. Since partnership agreements sometimes impose conditions and restrictions on the authority of a particular partner to act on behalf of the partnership, a partnership may submit *just one* of the following, with appropriate language to evidence the Facts, as Contractor Authorization:

1. A unanimous consent signed by all partners. Below is a sample form for this consent. In addition, the partnership must also submit a duly authorized officer's certificate attaching a true and complete copy of those parts of the partnership agreement that identify all of the current partners;
2. A certificate from a duly authorized partner (i) setting forth resolutions that the partners have adopted and (ii) attaching a true and complete copy of those parts of the partnership agreement that identify all of the current partners; and
3. A certificate from a duly authorized partner attaching a true and complete copy of those relevant portions of the partnership agreement that identify (i) which partners have the authority to bind the partnership in contracts and (ii) all of the current partners.

d. Opinion Letters. In lieu of the Contractor Authorization, contractors may submit a formal "legal opinion" from their attorney attesting to the three Facts above. The attorney must either issue the opinion directly to the contracting agency or provide in the opinion that the contracting agency is authorized to rely on the opinion. An opinion from outside, private counsel is preferred over one from in-house counsel, but either will suffice. The particular statements in the legal opinion are set forth in a sample opinion letter below. The opinion letter cannot be dated more than thirty (30) days from the date that the officer executes the contract.

Agencies need not obtain a new Contractor Authorization for an additional and new State contract if the contractor provides a copy of the previously submitted Contractor Authorization and the date of that Contractor Authorization is less than one year from the date that the contractor executes the new contract. If the contractor submits a copy of a previous Contractor Authorization, then the contractor must also submit an incumbency certificate, dated within thirty (30) days from the date that the contractor executes the new contract, affirming that the officer or authorized representative signing the contract currently holds the office that they represent they hold (see Fact 3). If needed, below is a sample incumbency certificate.

The following pages are sample Contractor Authorizations designed for different entities. Each can be modified, but, each must accomplish verification of the three Facts enumerated in the first paragraph above.

SECRETARY'S CERTIFICATE

I, _____, Secretary of _____, a [STATE] corporation, (the "Corporation"), certify that the following are true and complete resolutions which were adopted [INSERT HERE EITHER (1) "UNANIMOUSLY" OR (2) "BY QUORUM"] at a duly called and held meeting of the Board of Directors of _____ on the _____ day of _____, 20____, and that such resolutions have not been amended or modified and continue to be in full force and effect:

RESOLVED, that the Corporation execute and deliver all contracts which it deems to be necessary or appropriate to carry out its business; and

RESOLVED, that [NAME OF OFFICER], as [TITLE OF OFFICE] of the Corporation, is directed to execute and deliver all contracts on behalf of the Corporation [INSERT HERE LIMITATIONS, IF ANY, ON THE AUTHORITY TO SIGN, SUCH AS UP TO A MAXIMUM DOLLAR AMOUNT] and to do all things necessary or appropriate to carry out the terms of those contracts, including executing and delivering all agreements and documents contemplated by those contracts.

I further certify that [NAME OF OFFICER] now holds the office of [TITLE OF OFFICE] and that he has held that office since [DATE APPOINTED].

I am signing this certificate on _____, 20__.

NAME
Secretary

NOTE: IF THE BOARD INTENDS TO REFERENCE THE PARTICULAR STATE CONTRACT, THEN OMIT THE ABOVE TWO RESOLUTIONS AND SUBSTITUTE THE FOLLOWING IN THEIR PLACE:

RESOLVED, that the Corporation execute and deliver to the State of Connecticut a certain _____ agreement (the "Agreement"), in the form previously distributed to the Board of Directors, pursuant to which the Corporation would _____; and

RESOLVED, that [NAME OF OFFICER], as [TITLE OF OFFICE] of the Corporation, is directed to execute and deliver the Agreement on behalf of the Corporation and to do all things necessary or appropriate to carry out the terms of the Agreement, including executing and delivering all agreements and documents contemplated by the Agreement.

_____, LLC
CONSENT TO ACTION

The undersigned, **[INSERT HERE JUST ONE OF THE FOLLOWING TWO PHRASES, WHICHEVER APPLIES, USING EITHER “member” or “manager” AS APPLICABLE: (1) “being all of the members/managers” OR (2) “being the sole member/manager”]** of _____, LLC (the “Company”), a Connecticut limited liability company, in accordance with the Connecticut General Statutes and the Company’s governing agreement, unanimously resolve as follows:

that the Company execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and

that **[NAME OF MEMBER/MANAGER]**, as **[TITLE OF OFFICE]** of the Company, is directed to execute and deliver all contracts on behalf of the Company **[INSERT HERE LIMITATIONS, IF ANY, ON THE AUTHORITY TO SIGN, SUCH AS UP TO A MAXIMUM DOLLAR AMOUNT]** and to do all things necessary or appropriate to carry out the terms of such contracts, including executing and delivering all agreements and documents contemplated by those contracts.

The undersigned are signing this consent on _____, 20__.

NAME
[TITLE]

NAME
[TITLE]

NOTE: IF THE GOVERNING BODY INTENDS TO REFERENCE THE PARTICULAR STATE CONTRACT, THEN OMIT THE ABOVE TWO RESOLUTIONS AND SUBSTITUTE THE FOLLOWING IN THEIR PLACE:

that the Company execute and deliver to the State of Connecticut a certain _____ agreement (the “Agreement”), in the form previously distributed to the **[MEMBERS/MANAGERS]**, pursuant to which the Company would _____; and

that **[NAME OF MEMBER/MANAGER]**, as **[TITLE OF OFFICE]** of the Company, is directed to execute and deliver the Agreement on behalf of the Company and to do all things necessary or appropriate to carry out the terms of the Agreement, including executing and delivering all agreements and documents contemplated by the Agreement.

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_____ PARTNERSHIP
CONSENT TO PARTNERSHIP ACTION

The undersigned, being all of the General Partners of _____ Partnership (the "Partnership"), a Connecticut general partnership, in accordance with their partnership agreement and the Connecticut General Statutes, unanimously resolve as follows:

that the Partnership may execute and deliver all contracts which it deems to be necessary or appropriate to carry out its business; and

that **[NAME OF PARTNER]**, as **[TITLE OF OFFICE]** of the Partnership, is directed to execute and deliver all contracts on behalf of the Partnership **[INSERT HERE LIMITATIONS, IF ANY, ON THE AUTHORITY TO SIGN, SUCH AS UP TO A MAXIMUM DOLLAR AMOUNT]** and to do all things necessary or appropriate to carry out the terms of those contracts, including executing and delivering all agreements and documents contemplated by those contracts.

The undersigned are signing this consent on _____, 20__.

NAME
[TITLE]

NAME
[TITLE]

NOTE: IF THE GOVERNING BODY INTENDS TO REFERENCE THE PARTICULAR STATE CONTRACT, THEN OMIT THE ABOVE TWO RESOLUTIONS AND SUBSTITUTE THE FOLLOWING IN THEIR PLACE:

that the Partnership execute and deliver to the State of Connecticut a certain _____ agreement (the "Agreement"), in the form previously distributed to the partners, pursuant to which the Partnership would _____; and

that **[NAME OF PARTNER]**, as **[TITLE OF OFFICE]** of the Partnership, is directed to execute and deliver the Agreement on behalf of the Partnership and to do all things necessary or appropriate to carry out the terms of the Agreement, including executing and delivering all agreements and documents contemplated by the Agreement.

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OPINION LETTER FORM

[DATE]

[NAME]

[TITLE]

[AGENCY NAME]

[AGENCY STREET ADDRESS]

[AGENCY CITY AND STATE]

Re: [STATE OF CONNECTICUT CONTRACT No. _____]
For _____] (the "Contract")

Opinion Letter

Dear [SALUTATION]:

I have acted as corporate counsel to [CONTRACTOR] and have the authority to deliver this opinion letter to you. You may rely on this opinion letter in connection with all matters relating to the above-referenced Contract with [CONTRACTOR]. In my capacity as such counsel I have reviewed or am familiar with [CONTRACTOR'S] authorizing resolutions, by-laws, corporate organization documents [MODIFY PRECEDING LIST DEPENDING ON THE TYPE OF ENTITY] and the subject Contract with the State of Connecticut. Based upon the foregoing, I am of the opinion that:

1. [CONTRACTOR] is authorized to transact business in the State of Connecticut.
2. [CONTRACTOR] has the corporate power and authority to execute and deliver the Contract.
3. The Board of Directors [MODIFY PRECEDING TO REFERENCE APPROPRIATE GOVERNING BODY] has authorized [CONTRACTOR] to enter into the Contract.
4. [OFFICER NAME], as [OFFICER TITLE] of [CONTRACTOR], has the requisite power and authority to execute the Contract on behalf of and to bind [CONTRACTOR].

Sincerely,

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INCUMBENCY CERTIFICATE

[NOTE: THIS INCUMBENCY CERTIFICATE IS NOT NECESSARY IF THE SECRETARY’S OR OFFICER’S CERTIFICATE ALREADY INCLUDES THE CERTIFICATION REFERENCED IN THE ABOVE CERTIFICATES]

INCUMBENCY CERTIFICATE

I, **[OFFICER 1 NAME]**, certify that I am the duly appointed, qualified and acting **[TITLE]** of **[CONTRACTOR NAME]**, a **[STATE]** **[TYPE OF ENTITY]**, and that as **[TITLE]** I am familiar with its officers.

I further certify that the persons named below now hold the respective offices set out to the right of their names and that they have held those offices since the corresponding and respective dates.

NAME	TITLE	DATE
[OFFICER 2 NAME]	[Title]	
[OFFICER 3 NAME]	[Title]	

I am signing this certificate on _____, 20__.

[OFFICER 1 NAME]
[TITLE]

[QUESTION FROM NANCY LENT – IS THIS ALTERNATIVE PHRASING TO THE INCUMBENCY CERTIFICATE SHOWN IMMEDIATELY ABOVE?]

I, **[OFFICER 4 NAME]**, certify that I am the duly appointed, qualified and acting **[TITLE]** of **[CONTRACTOR NAME]**, a **[STATE]** **[TYPE OF ENTITY]**, and that as **[TITLE]** I am familiar with its officers.

I further certify that **[OFFICER 1 NAME]** is the duly appointed, qualified and acting **[TITLE]** of **[CONTRACTOR NAME]** and that **[OFFICER 1 NAME]** now holds that office and has held that office since **[DATE]**.

I am signing this certificate on _____, 20__.

[OFFICER 4 NAME]
[TITLE]

Form D
07-08-2009
STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

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

CERTIFICATION OF RESOLUTION:

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

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

certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 20____ by the governing body of _____,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes

§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this ____ day of _____, 20____.

Authorized Signatory Date

Printed Name

Form E
07-08-2009
STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (State of CT, Nondiscrimination Certification, Form D: New Resolution). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency

OPM Ethics Form 1



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful 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 initial contract execution 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. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE: [] Initial Certification [] 12 Month Anniversary Update (Multi-year contracts only.) [] Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

OPM Ethics Form 5



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

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

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date

Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court
or Notary Public**

My Commission Expires