REQUEST FOR PROPOSAL
BY
THE STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

The State of Connecticut, Connecticut Siting Council (Council), in the United States is seeking proposals to provide certain consulting services in matters related to the siting of natural gas compressor stations. The State wishes to retain a contractor with considerable experience and the necessary expertise to assist the Council in the analysis of the feasibility and technical suitability of options to modify the natural gas pipeline with gas compression equipment, assessing the environmental effects and safety risks in general and as it pertains to nearby structures, and the preparatioan and filing of comments theron with the Federal Energy Regulatory Commission (FERC), pursuant to Conn. Gen. Stat. § 16-50v(2)(f) and § 16-50g.

The request for proposal is available online at http://ct.gov/csc, or from Lisa Fontaine, Connecticut Siting Council, 10 Franklin Square, New Britain, CT 06051 (USA). Telephone (860) 827-2935, Fax (860) 827-2950. Deadline for response submission is 4:00 P.M., Friday, April 7, 2006.

A. Scope of Services

1. Assisting in the preparation of the technical review, specifically related to analysis of the feasibility and technical suitability of options to install natural gas compression equipment, and evaluating options for design configurations that maximize safety and reliability and minimize environmental effects.
2. Assisting and participating with Connecticut Siting Council staff through the evidentiary proceedings for siting such facilities.
3. Assisting with review and evaluation of technical sufficiency of the record and developing recommendations to submit to FERC and the applicants regarding siting, environmental mitigation measures and construction procedures.

B. Qualifications

1. Detailed knowledge and experience in technical and engineering matters relating to the integration of natural gas compression stations, including technical suitability; reliability and safety; and environmental effects.
2. A minimum of ten (10) years experience in matters related to the siting of natural gas compression stations, including ample knowledge of industry standards and FERC regulations and practices.

C. Contract Period

The contract shall begin upon issuance and end on or before April 30, 2007.

D. Contract Award Procedures

1. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Council contact is Lisa Fontaine, Connecticut Siting Council, 10 Franklin Square, New Britain, CT 06051. Telephone (860) 827-2935, Fax (860) 827-2950. email lisa.fontaine@ct.gov

3. **The original and six (6) paper copies of the proposal as well as an electronic version of the proposal in Microsoft Word 7.0 or COMPATIBLE SOFTWARE must be received at the above address no later than 4:00 PM EST, Friday, April 7, 2006. When submitting, please label the outside package of the proposal with the initials "RFP" in large, bold type or script clearly visible on the left bottom portion of the package. Also, please place the proposal in an envelope/package inside the envelope/package.**

4. All questions regarding this RFP and submission requirements must be directed, in writing, to the Council contact person identified in 2 above no later than 4:00 PM, EST Friday, March 24, 2006. Bidders are required to limit their contact regarding this RFP to the person named herein. Written responses to all questions received will be posted to the Council's Internet website (http://ct.gov/csc) not later than Friday, March 31, 2006.

5. A Selection Committee composed of representatives of the Council and staff will review all proposals and recommend finalists for consideration by Tuesday, April 18, 2006. The Council may, at its option, request interviews with bidders.

6. It is the intention of the Council to notify the successful bidder by Friday, April 21, 2006, and to enter into a contract as soon as possible thereafter.

Schedule of Deadlines

March 24, 2006	Questions regarding RFP due to Council
March 31, 2006	Response to questions regarding RFP
April 7, 2006	Proposal due to the Council
April 18, 2006	Finalists recommended
April 21, 2006	Notification of successful bidder
April 26, 2006	Finalize Contract

E. Conditions

1. All bidders must be willing to adhere to the following conditions and must positively state this in the transmittal letter accompanying the proposal.

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

3. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the State.

4. Timing and sequence of events resulting from this RFP will ultimately be determined by the State.

5. The bidder agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

6. The State may amend or cancel this RFP, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.

7. The bidder must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by the Council, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the Council. At its discretion, the Council may require the removal and replacement of any of the bidder's personnel who do not perform adequately, regardless of whether they were previously approved by the State.

8. Any costs and expenses incurred by bidders in preparing or submitting proposals are the sole responsibility of the bidder.

9. A bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by the State at the bidder's sole cost and expense.

11. In some cases, bidders may have to give presentations or further explanation to the RFP Selection Committee.

12. The bidder represents and warrants that the proposal is not made in connection with any other bidder and is in all respects fair and without collusion or fraud. The bidder further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the bidder's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to answer all questions or to follow the required format may be considered appropriate cause for rejection of the response.

14. The bidder accepts the State's standard contract language. (See Attachment A.)

15. The contract document will represent the entire agreement between the bidder and the Council and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been accepted and approved by the state and by the Attorney General's Office. The contract may be amended only by means of a written instrument signed by the State, the bidder, and the Attorney General's Office.

F. Mandatory Response Format of Proposal

All proposals must follow the required format and address all requirements listed in the prescribed order and using the prescribed numbering convention. Proposals must set forth accurate and complete information inclusive of the following items. At the Council's discretion, failure to include any of this information will result in exclusion from consideration:

1. Information about the Bidder. The name, location, mailing addresses, telephone numbers, FEIN/SSN of the bidder and other pertinent information.

2. Description of How Work Will Be Performed (Workplan). Describe how you propose to perform the work outlined in Section A, Scope of Services. Proposals must address and describe how the bidder will provide each listed service in Section A in the order set forth therein. Please limit this part to no more than ten (10) pages.

3. Summary of Relevant Experience. List projects in the area of electric transmission consulting services that the bidder has completed within the last three (3) years. Describe and quantify the knowledge and experience required of the bidder in Section B, Qualifications.

4. Personnel Listing. A complete listing of the professional staff identified in the work plan with their resumes. Each resume shall include the individual's qualifications and experience in the area of electric transmission systems.

5. Fees. Provide a fee schedule of hourly rates for personnel who will be assigned to work under this contract. This fee schedule must reflect all expenses, including any and all increases projected to occur during the term of the contract. *Note: The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

6. Conflict of Interest. Disclose any current (within the last 3 years) business relationships, which may pose a conflict of interest including all business relationships with companies associated with transmission of electricity.

7. Contract Compliance and Affirmative Action. The proposal must include a Notification to Bidders Form, an Evidence of Nondiscrimination Form, and an Employment Information Form.

8. Writing Sample. Include a recently drafted executive summary dealing with a proposed natural gas compressor station.

9. Additional Data. Any additional information, which the bidder wishes to bring to the attention of the Council, that is relevant to this RFP.

10. Bidder References. Include not less than two (2) objective references that can attest to the bidder's scope of work and prior experience for the qualifications outlined in Section B.

G. Evaluation of Proposals

The following criteria will be utilized in the selection process. They are presented as a guide for the bidder in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

1. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

2. Experience, expertise, and capabilities of the bidder in the area of natural gas compressor station issues.

3. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the area of natural gas compression systems.

4. Proposed fee schedule for assigned personnel.

5. Demonstrated commitment to Affirmative Action:

   Regulations of Connecticut State Agencies Section 46a-68j-30(10) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

   (a) the bidder's success in implementing an affirmative action plan;

   (b) the bidder's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;

   (c) the bidder's promise to develop and implement a successful affirmative action plan;

   (d) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and

   (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. (See the Contractor/Grantee Package)

H. Rights Reserved To The State

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

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

I. Bidder Agrees to Comply

Bidder agrees to comply with the State's standard Terms and Conditions for state contracts, acopy of which is attached as Exhibit A, and if the bid is greater than $50,000, Affidavits concerning consulting agreements, attached as Exhibit B.

ATTACHMENT A

SECTION 1

This Agreement (hereinafter referred to as "Agreement") is entered into between Connecticut Siting Council (Council) pursuant to Connecticut General Statutes Sections 16-50n(e) and [Succesful Bidder] (herinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2
CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence upon execution and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than 4:00 p.m. EDT, May 31, 2007.

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

Council	Connecticut Siting Council
State	Wherever the term 'State' is used in this Agreement, it shall include the Executive Director of the Connecticut Siting Council, or its authorized agents, employees or designees.
Contractor	
Contractor's RRFP	Wherever the acronym 'RRFP' is used in this Agreement, it means the Contractor's Response to the Council's Request for Proposal of Services for the analysis of natural gas pipeline and gas compressor stations.

SECTION 3
NOTICE OF CHANGE AND CANCELLATION

This Agreement may be canceled at will by either party upon ten (10) days written notice delivered by certified or registered mail. Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

State: Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051
Attention: Lisa Fontaine

Contractor:

Attention:

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

Contractor's Initials: _____

Agency's Initials: _____

SECTION 4
SPECIFICATION OF SERVICES

Contractor shall perform the following services as more fully set out in the Contractor's RRFP, which is incorporated herein by reference.

1. Assisting in the preparation of the technical review, specifically related to analysis of the feasibility and technical suitability of options to install natural gas compression equipment, and evaluating options for design configurations that maximize safety and reliability and minimize environmental effects.
2. Assisting and participating with Connecticut Siting Council staff through the evidentiary proceedings for siting such facilities.
3. Assisting with review and evaluation of technical sufficiency of the record and developing recommendations to submit to FERC and the applicants regarding siting, environmental mitigation measures and construction procedures.

SECTION 5
COST AND SCHEDULE OF PAYMENTS

The STATE shall pay the CONTRACTOR a total sum not to exceed $75,000 for services performed under this AGREEMENT.

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the State at the following hourly rates (US $):

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item and shall show the gross amount billed to date on each invoice.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.

Payment of the undisputed portion of an invoice shall be made by the state within 60 days of receipt of an invoice from the Contractor. The State shall notify the Contractor of any disputed amount within 15 days of receipt of the invoice. Payment of the disputed amount will be made within 60 days of resolution of the disputed amount.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage @ $.345 per mile; costs of travel including airfare and hotels, and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this AGREEMENT. All expenses will be reimbursed at cost.

Upon cancellation of the Agreement, as provided in Section 3, Notice of Change and Cancellation, whether for cause of convenience, the State shall pay the Contractor for the services performed and the expenses incurred to the date of termination.

SECTION 6
OTHER CONDITIONS

A. Entire Agreement

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

B. Changes in Service

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

Either the State or the Contractor may, for breach of material duty or obligation or for other just cause, terminate the services immediately upon written notice, provided the party receiving such notice has been notified in writing of such breach or cause and has been given a reasonable opportunity to cure such breach, but has failed to do so.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform the services with the skill, care, and diligence normally provided by professionals performing similar services under like circumstances. Contractor shall exercise normal professional care to comply with applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to

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

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or 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.

H. Nondisclosure

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

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar ($1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The State shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

Coverage:	Minimum Amounts and Limits
1. Workers' Compensation	Connecticut Statutory Requirements
2. Employer's Liability	To the extent included under Workers' Compensation Insurance Policy

3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:

a. Bodily Injury Insurance meeting Connecticut statutory requirements;

b. Property Damage Insurance meeting Connecticut statutory requirements;

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the State at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

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

L. Promotion

Unless specifically authorized in writing by the Executive Director of the Connecticut Siting Council, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

(1) in any advertising, publicity, promotion; or

(2) to express or to imply any endorsement of Contractor's products or services; or

(3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

Not withstanding the above, the Contractor may represent to any prospective clients the fact that the Contractor performed the contract for the State of Connecticut siting Council, and may so describe the nature of the Contract.

M. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 3 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

(a) For the purposes of this Section, "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 Conn. Gen. Stat. Sec. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this Section, "Public works contract" means any Agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of 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.

(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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by 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 worker's 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 Conn. Gen. Stat. Secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253, Conn. Gen. Stat. Sec. 46a-68e and Conn. Gen. Stat. Sec. 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. Sec. 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 Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253; 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 Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

(g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement 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 the employees are treated when employed without

regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56; 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 Conn. Gen. Stat. Sec. 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 Conn. Gen. Stat. Sec. 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 State may so enter.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

R. Violence in the Workplace Prevention

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

S. Sovereign Immunity

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

T. Assignment
This Agreement shall not be assigned by either party without the express prior written consent of the other.

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

V. Headings
The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties
The State shall not be obligated or liable hereunder to any party other than the Contractor.

X. Non Waiver
In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Y. Contractor Certification
The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

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

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

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

The undersigned duly authorized representative of the bidding vendor acknowledges that the Standardized Contract, provided in connection with this Request for Proposal, has been reviewed and is acceptable by the bidding vendor.

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

_____
Signature

_____
Title

_____
Date

On behalf of:

_____
Vendor Name

_____
Street Address

_____ _____ _____
City State Zip

_____
Federal Employee Identification Number
(FEIN/SSN)

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

FORM 5

EXHIBIT B

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

_____ _____

Signature Date

Sworn and subscribed before me on this _____ day of _____, 200___

_____

Commissioner of the Superior Court
Notary Public

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in 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 Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

(a) the bidder's success in implementing an affirmative action plan;
(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan;
(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

ADDITIONAL NOTICE TO PROSPECTIVE CONTRACTORS

Prospective contractors participating under this Request for Proposal (RFP) are advised that they must complete Personal Service Agreement (CO-802A; REV.2/2000), provided, as part of the bidding process.

Further, if a prospective contractor is a corporation, the proposal must include a corporate resolution showing that the signator has the authority to bind the corporation. If a prospective contractor is a partnership, or is organized under a different structure, the proposal should include equivalent documentation. Such documentation is not required if the prospective contractor is an individual.

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/2000 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

1. PREPARE 5 COPIES.
2. THE STATE AGENCY 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
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

(1) ☐ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION NO.

CONTRACTOR	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☐ NO	
	CONTRACTOR ADDRESS	CONTRACTOR FEIN / SSN - SUFFIX	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS		(6) AGENCY NO.
CONTRACT PERIOD	(7) DATE (*FROM*) THROUGH (*TO*)	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☐ NEITHER	
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).	(9)REQUIRED NO. OF DAYS WRITTEN NOTICE:	
COMPLETE DESCRIPTION OF SERVICE	(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary)		
COST AND SCHEDULE OF PAYMENTS	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES		

(12) ACT. CD.	(13) DOC. TYPE	(14) COMM. TYPE	(15) LSE. TYPE	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMM. AGCY	(19) COMM. NO.	(20) VENDOR FEIN / SSN - SUFFIX

(21) COMMITTED AMOUNT	(22) OBLIGATED AMOUNT	(23) CONTRACT PERIOD (FROM/TO)

(24) ACT. CD.	(25) COMM. LINE NO.	(26) COMMITTED AMOUNT	(27) COMM AGENCY	(28) COST CENTER FUND	(28) COST CENTER SID	(29) OBJECT	AGENCY TAIL (30) FUNCTION	AGENCY TAIL (31) ACTIVITY	AGENCY TAIL (32)EXTENSION	(33) F.Y.

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	(34) **STATUTORY AUTHORITY**	
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(36) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.	TITLE	DATE
(38) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-COMPTROLLER PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

EMPLOYMENT INFORMATION FORM

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES
WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT

BIDDER/CONTRACTOR	CONTACT PERSON	DATE
ADDRESS	PHONE NUMBER	CONTRACT AWARD NUMBER

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A thru E Male and Female)	A WHITE *(NOT OF HISPANIC ORIGIN)*		B BLACK *(NOT OF HISPANIC ORIGIN)*		C HISPANIC		D ASIAN OR PACIFIC ISLANDER		E AMER. INDIAN OR ALASKAN NATIVE	
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Officials and Managers											
Professionals											
Technicians											
Sale Workers											
Office and Clerical											
Craft Workers *(Skilled)*											
Operatives *(Semi-skilled)*											
Laborers *(Unskilled)*											
Service Workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? ☐ YES ☐ NO	Explain:
If Ct. based, do you post all employment openings with the State of Connecticut Employment Service? ☐ YES ☐ NO	Explain:
Do you implement a written Affirmative Action Plan? ☐ YES ☐ NO	Explain:
DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING AND PROMOTION ANTIDISCRIMINATION PRACTICES	

FORM 1A

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Affidavit
(Bid or Proposal)

Gift affidavit to accompany bids or proposals for state procurements with a value of $50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than $500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

Name of Benefactor	Name of recipient	Gift Description	Value	Date of Gift
List information here				

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

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

_____ _____
Signature Date

Sworn and subscribed before me on this _____ day of _____, 200__

_____
Commissioner of the Superior Court
Notary Public

Revised 12/20/05

FORM 3

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Certification By Agency Official or Employee Authorized to Execute Contracts

I, Type/Print Name and Title, am authorized to execute the attached contract on behalf of the _____ (agency name). I hereby certify that the selection of the person, firm or corporation for the attached contract with a value of $50,000 or more in a calendar or fiscal year was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

_____ _____
Signature Date

Sworn and subscribed before me on this _____ day of _____, 200__

_____
Commissioner of the Superior Court
Notary Public