

STATE OF CONNECTICUT

CONNECTICUT AIRPORT AUTHORITY

REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS (RFP)

BY

THE CONNECTICUT AIRPORT AUTHORITY

Representation of the Connecticut Airport Authority in drafting bylaws, procedures, contracts, and leases.

SCOPE OF SERVICES

Pursuant to P.A. 11-84, the Connecticut Airport Authority (the Authority) was established and created for the performance of an essential public and governmental function. The Authority shall have the duty, power and authority generally to manage, operate and develop Bradley, the general aviation airports and other airports, ensuring compliance with all federal obligations the state has incurred with respect to such airports. The Authority invites proposals from appropriately qualified firms to provide legal counsel to the Authority in drafting bylaws, procedures, contracts and leases, as well as drafting and negotiating documentation transferring airport management authority to the Authority from the Connecticut State Department of Transportation.

Duties of counsel will include advice, counsel and assistance regarding the development and drafting of bylaws and procedures for the Authority; development, drafting and negotiation of inter-agency agreements; development, drafting and negotiation of employment contracts for key personnel for the Authority; drafting and negotiation of leases for office space for the Authority; and other legal services and advice in assisting the Authority in its organization and business.

The services to be performed will include, but not be limited to the following, collectively referred to as "Services":

- (a) Provision of legal advice to the Connecticut Airport Authority (Authority), created by Public Act 11-84, in the development of bylaws, procedures, contracts, and other required legal duties;
- (b) Development of by-laws and policies and procedures for the Authority's operation encompassing the hiring, dismissing, promoting and compensating of employees, an affirmative action policy and general employment rules;
- (c) Legal advice and guidance on compliance with applicable state and federal law in the operation of the Authority, including Public Act 11-84;
- (d) Preparation of personnel policies and/or an employee handbook encompassing the hiring, dismissing, promoting and compensating of employees, an affirmative action policy and general work and employment rules;
- (e) Draft and negotiate inter-agency agreements as required, including the MOU between the Department of Transportation and the Authority transferring airport management authority to the Authority from the Department of Transportation;
- (f) Draft boilerplate contracts for use by the Authority in contracting for necessary financial, legal or other professional services, including a requirement for a competitive procurement process;
- (g) Assist the Board of Directors of the Authority and senior staff, as applicable, in negotiation and drafting of any necessary employment contracts for senior/key employees of the Authority, including Executive Director;
- (h) Review, analysis, investigation and research necessary to carry out the Services.
- (i) Preparing, writing and providing to the Authority or his designee all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services;

- (j) Negotiating and/or engaging in mediation, with the approval of the Authority, with any and/or all parties necessary to carry out the Services;
- (k) Making appearances and filings as assigned in all related matters (collectively, "Actions") as determined to be necessary and/or appropriate in consultation with the Authority and/or its designee;
- (l) Hiring and consulting with experts and/or consultants, as may be reasonably and necessarily required and as approved by the Authority;
- (m) Providing related paralegal and clerical support; and
- (n) Performing all tasks in coordination with the Authority.

Proposals must be received by 4:00 p.m., local time, on Wednesday, January 11, 2012. The Authority may invite some firms to attend an interview shortly thereafter.

An evaluation committee will evaluate the proposals in accordance with the selection criteria set forth in this RFP, which explains other terms and requirements. The selected firm must enter into a contract with the Authority. The Authority encourages minority, women-owned and disadvantaged businesses to apply.

All communication with the Authority must be undertaken only as specified in this RFP.

SELECTION CRITERIA

The evaluation committee will evaluate firms on the basis of their written responses to this RFP, additional written information that may be requested by the Authority and, possibly, oral interviews. The goal of the evaluation will be to select the firm(s) which provides the best combination of qualifications, relevant positive experience and costs. The evaluation committee will also consider the following non-exclusive factors in making that determination:

- Depth and quality of experience in representation of Connecticut quasi-public entities or other reasonably comparable experience.
- Depth and quality of experience in Airport and aviation-related matters, current and recent legal developments in state and federal aviation law, and specific experience in working with the Federal Aviation Administration (FAA).
- Familiarity with provisions of P.A. 11-84 and other relevant legislation.
- Depth and quality of experience in bringing transition matters as contemplated in P.A. 11-84 to a cost effective conclusion.
- Depth and quality of experience in dealing with Enterprise Funds and bonding related thereto.
- Qualifications of personnel, including the experience and availability of the lead attorney(s) and the breadth and depth of experience of other partners, associates and other professionals available to provide the requested services to the State.
- Demonstrated ability to work closely and cooperatively with clients in meetings and negotiation sessions.
- Results of reference checking.
- Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges. Among substantially equally qualified proposers, rates and efficiency will weigh heavily in making a selection.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.
- The proposing firm will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the firm have in the past brought or are currently bringing litigation against the State of Connecticut, whether in court, mediation or arbitration, so long as that litigation does not concern the firm's involvement in matters related to and adverse the Authority, or related to any of the described issues. All potential conflicts with the State of Connecticut must be fully described and discussed in the proposal.

INSTRUCTIONS TO PROPOSERS

I.	Proposal Schedule
Release of RFP:	December 5, 2011
Questions due by:	December 16, 2011
Responses posted by:	December 28, 2011
Proposals due:	January 11, 2012

From the date of issue of this RFP until the date that it awards the Contract to the successful proposer, interested parties should not contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing directed only to beth.trenchard@ct.gov. Interested parties should submit questions no later than December 16, 2011. Answers will be posted by December 28, 2011. Late questions may not receive answers. The answer to questions will be provided only in the form of one or more addenda to this RFP and will be posted on the following websites:

www.decd.org

<http://das.ct.gov/cr1.aspx?page=12>

<http://www.bradleyairport.com/Management/minutes.aspx?select=2011>

Proposers have the responsibility to review any of these websites for addenda to this RFP.

For technical questions only, concerning issues or problems with access to or downloading of this RFP and associated information from the website, proposers may contact beth.trenchard@ct.gov.

II. Sealed Proposals

Proposers must submit an **original and eight copies** of their proposals in a SEALED envelope or carton, clearly marked with the RFP name, the date it is due, and the name and address of the firm. **Proposers may send the proposal by courier or overnight delivery service or deliver it in person to the address below, arriving no later than January 11, 2012, at 4:00 p.m. local time. Because of certain delivery issues, proposals sent by U.S. Postal Service must arrive before 4:00 p.m. on the day prior to the due date.** Proposals will not be publicly opened on the due date. Proposals received after that time will not be accepted. Postmark dates will not be considered as the basis for meeting any submission deadline. All proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or cartons which clearly identify this RFP. Any material received that does not conform to this provision will be opened as general mail, which may not ensure the proposer's intent or that the materials arrive timely. All proposals shall be submitted to:

State of Connecticut
Connecticut Airport Authority
c/o Dept. of Economic & Community Development
ATTN: Beth Trenchard
One Constitution Plaza, Second Floor
Hartford, CT 06103

III. Submission of Proposals

A. To be considered, all submissions must include all of the following:

1. Responses to the questions asked.
2. All information and completed forms referenced in and attached to this RFP.

3. A statement affirming specifically all of the representations and warranties set forth in Sections XV. (Independent Price Determinations) and XVI. (Offer of Gratuities).
 4. The following completed forms. These forms are redundant in certain areas, but since each form satisfies a solicitation/contracting requirement of the State, the redundancy cannot be avoided at this time:
 - a. OPM Ethics Form 1 – Gift and Campaign Contribution Certification, available at: http://www.ct.gov/opm/lib/opm/finance/psa/opm_ethicsform1_final_9-19-11_pdf.pdf;
 - b. Agency Vendor Form (SP-26NB) and W-9 Form, available at: [http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_\(SP-26NB\).pdf](http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf);
 - c. CHRO Employment Information Form, available at: <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>;
 - d. OPM Ethics Form 5 – Consulting Agreement Affidavit, available at: http://www.ct.gov/opm/lib/opm/finance/psa/opm_ethicsform5_9-15-11_pdf.pdf. Selected firms must also submit an updated Form 5 together with their delivery of the executed Contract, which Form 5 must be dated contemporaneously with the date that the firm executes the Contract; and
 - e. The appropriate Nondiscrimination Certification from those available at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.
 5. Eight paper copies of all required or supporting documents.
- B. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.
- C. The submission of proposals shall constitute, without any further act required of the proposers or the Authority, acceptance of the requirements, administrative stipulations and all of the terms and conditions of this RFP. Proposals must reflect compliance with such requirements. Failure of the proposal to so comply may result in the Authority's rejection of the proposal. The Authority will reject any proposal that deviates materially from the specifications, terms or conditions of this RFP. Proposers submitting proposals with any minor or immaterial deviations must identify and fully justify such deviations in order for the Authority to consider their proposal.
- D. No additions or changes to any proposal will be allowed after the proposal due date, unless the Authority specifically requests such modification. The Authority may, at its option, seek proposer retraction and/or clarification of any discrepancy or contradiction found during the review of proposals.

IV. Information Required in the Proposal

1. Name the primary individuals who would work with the State, and explain their experience, relevant background and anticipated duties. Include brief resumes for each.
2. Explain the firm's qualifications in light of the stated Selection Criteria detailed above.
3. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel for the State in this matter.
4. Discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees and associates.

5. Include a detailed and specific fee proposal using Appendix C. You must include a fee proposal with specific hourly rates for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed).
6. Provide names and contact information of three client references for whom you have performed services reasonably comparable to those sought in this RFP.

V. Conformity and Completeness of Proposals

To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Authority, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

VI. Stability of Proposed Fees

Any fee proposals must be valid for the entire duration of the Contract which will not exceed one year.

VII. Amendment or Cancellation of this RFP

The Authority reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

VIII. Presentation of Supporting Evidence

Proposers must be prepared to provide evidence of experience, performance, ability, financial resources or other items as the Authority deems to be necessary or appropriate concerning the performance capabilities represented in their proposals.

IX. Misrepresentation or Default

The Authority may reject the proposal and void any award resulting from this RFP to a firm which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

X. Errors

The Authority reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the Contract award accordingly. In addition, the Authority reserves the right to re-evaluate proposals and the award of the Contract in light of information either not previously known or otherwise not properly having been taken into account prior to Contract award. In any case, this may include, in extreme circumstances, revoking the awarding of the Contract already made to a firm and subsequently awarding the Contract to another firm.

Such action on the part of the Authority shall not constitute a breach of contract on the part of the Authority since the Contract with the initial firm would be deemed void and of no effect as if no contract ever existed between the Authority and such firm.

The Authority may waive minor irregularities found in proposals or allow the proposer to correct them, depending on which is in the best interest of the state. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other proposers, as determined in the discretion of the Authority.

XI. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

XII. Validation of Proposals

The proposal must be signed by an authorized official and shall be a binding commitment which the Authority may incorporate, in whole or in part, by reference or otherwise, into the Contract. The proposal must also include evidence that the person submitting the proposal has the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the firm the Contract.

XIII. Execution of Contract and Related Requirements

- A. This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a firm is selected, the selected proposal and this RFP may then serve as the basis for the Contract that will be negotiated and executed between the Authority and the selected firm. If the Authority and the initial selected firm fail to reach agreement on all issues relative to the Contract within a time determined solely by the Authority, then the Authority may commence and conclude contract negotiations with other proposers. The Authority may decide at any time to start this RFP process again.
- B. Conn. Gen. Stat. § 4-252 requires that this RFP include a notice of the certification requirements described in this statute. Accordingly, pursuant to this statute, firms are notified as follows:
 - 1. The terms “gift,” “quasi-public agency,” “state agency,” “large state contract,” “principals and key personnel” and “participated substantially” as used in this section B1 shall have the meanings set forth in this statute.
 - 2. No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section B.2. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.
 - 3. The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:
 - a. That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (i) such person, firm, corporation, (ii) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (iii) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (I) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, 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;
 - b. That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

- c. That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.
- C. Any bidder or proposer that does not make the certifications required under section B shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.
- 1. The “planning date” for purposes of the Contract is November 10, 2011. The Office of Policy and Management has provided a Gift and Campaign Contribution Certification (OPM Ethics Form 1) to satisfy the requirements of this statute. Accordingly, the firm must deliver this Form 1, previously referenced in Section III.A.4.a. of this RFP, together with its proposal and then deliver an updated Form 1 dated the same date that the firm executes the Contract and must deliver them together to the Authority.
 - (a) Section 4a-81 of the Connecticut General Statutes requires that this RFP include a notice of the consulting affidavit requirements described in the statute. Accordingly, pursuant to the statute, vendors are notified as follows:
 - (i) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (2) of this section.
 - (ii) The chief official of the vendor awarded a contract described in section B.3. or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (i) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (ii) 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 or requests for information or (iii) 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 Connecticut General Statutes concerning the State’s Codes of Ethics, as of the date such affidavit is submitted.
 - (iii) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.
 - (iv) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.
 - (v) The Office of Policy and Management has provided OPM Ethics Form 5 to satisfy the requirements of this statute. Accordingly, the firm must deliver this Form 5, previously referenced in Section III.A.4.d. of this RFP, together with its proposal and then deliver an updated Form 5 dated the same date that the firm executes the Contract. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

- (vi) If a vendor refuses to submit the affidavit required under section C.1.(a), then the state agency shall not award the contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
- (vii) This section 8.C. is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.
- (b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), contractors executing state contracts with a value to the State of \$50,000 or more in a calendar or fiscal year shall execute a Gift and Campaign Contribution Certification (OPM Ethics Form 1) contemporaneously with the contract certifying that between the planning and start date and the execution date, neither the contract signatory nor any principals nor key personnel of the contractor who participated directly, extensively and substantially in the preparation of the proposal or in the negotiation of the contract gave a contribution to candidates for statewide public office or the General Assembly. The firm must execute the Contract and this Form 1, previously referenced in Section III.A.4.a. of this RFP, contemporaneously and must deliver them together to the Authority.
- (c) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), contractors are required to submit a contract certification (annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OPM Ethics Form 1) for this purpose, previously referenced in Section III.A.4.a of this RFP. The first of these OPM Ethics Form 1 certifications is due on the contract signing date of the execution of the Contract and then every succeeding contract signing date during the time that the Contract is in effect, including the contract signing date following the termination or expiration of the Contract or conclusion of the services.
- (d) Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the contractor's nondiscrimination agreements and warranties which are included in such contractor's contract pursuant to said statutes. Copies of two certification forms (one for businesses and one for individuals) that will satisfy these requirements are available at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806. The applicable certification form must be signed by an authorized signatory of the Proposer and submitted to the Authority at the time of contract execution.

XIV. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by firms with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

XV. Independent Price Determinations

In the proposals, firms must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

1. The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor;
2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the firm prior to the deadline for submission of proposals directly or indirectly to any other organization or to any competitor; and
3. No attempt has been made, or will be made, by the firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

XVI. Offer of Gratuities

The firm must represent that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Authority if it is determined that gratuities of any kind were either offered to, or received by, any of state officials or employees from the firm, the law firm's agent(s), representatives(s) or employees(s). Such action on the part of the Authority shall not constitute a breach of contract on the part of the Authority.

XVII. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person or entity without the prior written consent of the Authority. No person or entity, other than the firm to which the Contract was awarded, is permitted to perform work without the prior written approval of the Authority.

XVIII. Freedom of Information

The Authority is a quasi-public agency and its records, including responses to this RFP, are public records. *See* Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(4) and §1-210(b)(5)(B). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally in the proposal that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. Firms should not request that their entire proposal, nor the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. The Authority has no 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 that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Authority have any liability for the disclosure of any documents or information in its possession which the Authority believes are required to be disclosed pursuant to the FOIA or other requirements of law.

XIX. Conformance with Federal, State and Other Requirements

In the Contract, the firm will represent and warrant that, at all pertinent and relevant times to the

Contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

XX. Executive Orders

The Contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, in accordance with its terms and conditions.

XXI. Americans with Disabilities Act

The firm shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

XXII. Affirmative Action and Contract Compliance Reporting

Firms are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost and conformance to these RFP specifications, weight may also be given to firms which demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

XXIII. Campaign Contribution and Solicitation Ban

With regard to a State contract, as defined in Public Act No. 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 the proposal in response to this RFP expressly acknowledges receipt of the State Elections Enforcement Commission's notice, as attached in Appendix B, advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

**APPENDIX A
TO REQUEST FOR PROPOSALS**

**The Guide to the Code of Ethics For Current
or Potential State Contractors is available at:**

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf

APPENDIX B TO REQUEST FOR PROPOSALS



CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11
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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 result in 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."

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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.

APPENDIX C TO REQUEST FOR PROPOSALS

Cost Proposal:

The required project deliverables are described in detail in the Scope of Services section of the RFP. Each proposer must, at a minimum, address and provide details of the tasks identified in the Scope of Services section. The Proposer shall submit to the Authority a detailed plan and budget containing the specific project deliverables outlined in the Scope of Services section of the RFP, 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, an estimate of the cost of the work broken down into the various phases of the services, and an estimate of the time required to successfully complete the services.

Project Deliverables	

