

**Request for Proposal  
0809 Hazardous Material Transportation Commodity Flow  
Study Request for Proposal (RFP)  
Terms and Conditions**

**Overview.** This Request for Proposal (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. The intent of this RFP is to seek proposals from contractor(s) that can conduct a Hazardous Material Transportation Commodity Flow Study for the State Emergency Response Commission (SERC). It is anticipated that the funding for this project will be provided by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration within the projected budget of \$33,000.

**Scope of Services.** The scope of services required is identified within the Description of Services "Attachment A of this RFP."

**Instructions to Proposers.** By submitting a response, the proposer warrants that it has examined the specifications and has fully acquainted themselves with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement. Failure to comply with a complete response can result in rejection of response.

**Submission Deadline.** Proposals may be mailed or delivered in person to the DEP, Bureau of Materials Management and Compliance Assurance, Attn: Kelly McShea, 4<sup>th</sup> Floor, 79 Elm Street, Hartford, CT 06106-5127 to arrive by 3:00 pm on September 8, 2008. Proposals received after that time, due to whatever reason, will not be accepted and will be sent back unopened. Postmark dates will not be considered as the basis for meeting any submission deadline.

**Official Agency Contact.** All proposals/materials must be submitted to and communications shall be with:

Kelly McShea  
State Emergency Response Commission  
Department of Environmental Protection  
79 Elm Street, 4<sup>th</sup> Floor  
Hartford, CT 06106-5127  
Telephone: 860-424-3373  
e-mail: dep.ctepcra@ct.gov

**Sealed Proposals.** Proposals must be submitted in a SEALED envelope or carton, clearly marked with RFP SERC#0809-1 and the name and address of the proposer. Any material that is not so received may be opened as general mail, and result in invalidating the proposer's submission. Facsimile or unsealed proposals will not be accepted under any circumstances.

**Number and Submission of Proposals.** Proposers shall submit ONE original paper copy of their response and 5 (Five) copies of their response that includes response criteria 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10. Any proposal which is deemed incomplete or does not follow the prescribed format may not be considered.

**Communications Notice.** All communications with the agency or any person representing this agency concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Proposers or their representatives may result in disqualification or other sanctions, or both.

## RFP Timeline.

The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the deadline for submitting proposals are target dates only.

Date	Type of Action
August 6	RFP Released – legal notice
August 20	Deadline for questions
August 25	Official answers released (only if questions were submitted)
September 8	Deadline for submitting Proposals
September 9-15	Proposers' meeting, if needed
September 9-15	SERC Committee Contractor Selection
September 15	Notify parties of award
September 29	Begin Contract Negotiations
October 6	Start Contract Process
December 15	Contractor signed and in place work to begin

**Inquiry Procedures.** Proposers may submit questions about the RFP to the Official Agency Contact on or before August 20, 2008 by 3:00 pm. Questions must be in writing and submitted by US mail, facsimile, or email (dep.ctepcra@ct.gov). Questions will not be accepted over the telephone. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions. The agency will distribute official answers to the questions, in the form of a written amendment on August 25, 2008. Answers will be posted on the website listed below and on the DAS Contracting Portal at [http://www.das.state.ct.us/Purchase/Portal/Portal\\_Bids\\_Open.asp?F\\_Bid\\_Type=1&F\\_Unit=DEP](http://www.das.state.ct.us/Purchase/Portal/Portal_Bids_Open.asp?F_Bid_Type=1&F_Unit=DEP). Proposers may contact the Official Agency Contact by telephone (860-424-3373) to request a hard copy of the questions and responses. Any and all amendments to this RFP will also be posted on the SERC's website at [www.ct.gov/seec](http://www.ct.gov/seec).

**Confidential Information.** Proposers are advised not to include in their proposals any proprietary information. The Connecticut Freedom of Information Act generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by statute (C.G.S. § 1-19(b)(5)). If the information is not readily available to the public from other sources and the Proposer submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." Confidential information must be isolated from other material in the proposal and labeled CONFIDENTIAL.

**Campaign Contribution Ban.** With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. Go to [http://www.ct.gov/seec/lib/seec/seec\\_form\\_10\\_notice\\_to\\_state\\_contractors.pdf](http://www.ct.gov/seec/lib/seec/seec_form_10_notice_to_state_contractors.pdf) to get a copy of Form 10.

**Contract Compliance Requirements.** Refer to CHRO website at <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900> for specific forms. Bidder Contract Compliance Monitoring Report required – affidavit for certification of subcontractors as MBE’s as applicable.

The State of Connecticut 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.

Provide evidence of the Proposer’s ability to meet the contract compliance requirements for one or more of the following factors: (1) success in implementing an affirmative action plan; (2) success in developing an apprenticeship program complying with §§ 46a-68-1 to 46a-68-17, inclusive, of the Regulations of Connecticut State Agencies; (3) promise to develop and implement a successful affirmative action plan; (4) submission of EEO-1 data indicating that the composition of the Proposer’s workforce is at or near parity in the relevant labor market area; or (5) promise to set aside a portion of the contract for legitimate minority business enterprises.

**Meetings with Proposers.** At its discretion, the SERC may convene meeting with Proposers in order to gain a fuller understanding of the proposals. The meeting may involve demonstrations, interviews, presentations, or site visits. If the SERC decides a meeting is warranted, the Official Agency Contact will telephone Proposers to make an appointment. Any such meetings are tentatively scheduled for September 9 – 15, 2008.

**Required Format for Proposals.** All proposals must follow the required format below and address all requirements listed in the prescribed order, using the prescribed numbering system. Failure to follow the required format may result in the disqualification of a proposal.

A. Contractor Information

Provide the information requested below. If Connecticut entity, name must be exactly as registered with the Secretary of the State.

- Name of Proposer
- Business Location
- Mailing Address
- Telephone Number
- E-Mail Address (If Available)
- Federal Employer ID Number/Social Security Number

B. Proposer’s Representatives

The proposal must be signed by an authorized official. The proposal must also provide the name, title address and telephone number of individuals with authority to bind the company, and for those who may be contacted to clarify the information provided.

C. Qualifications

Describe how your experience, education and training, or special knowledge, skills or abilities meet the required minimum qualifications of this RFP.

D. References

Include three letters of reference from recent clients. Provide the following information for each reference: name, title, company address, and phone number.

E. Affirmations Concerning Contract and Conditions

Include a written statement that the Proposer has read and accepts the RFP's conditions, the agency's standard contract and conditions, and the State's contract compliance requirements in their entirety and without amendment. The statement must be signed by the Proposer.

**Conformity and Completeness of Proposals.** To be considered acceptable, proposals must be complete and conform to all RFP instructions and conditions. The DEP and/or the SERC, at its discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State be served.

**Stability of Proposed Costs.** Any cost offerings from proposers must be valid for a period of 180 days from the due date of the proposals.

**Rights Reserved to DEP.** The DEP reserves the right to award in part, to reject any and all proposals in whole or in part.

**Proposal Modifications.** No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by SERC. SERC, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

**Proposer Presentation of Supporting Evidence.** Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that SERC deems to be necessary or appropriate to fully establish the performance capabilities represented in this proposal.

**Proposer Demonstration of Proposed Services.** At the discretion of SERC, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided to SERC and without cost to the State.

**Proposer Misrepresentation or Default.** SERC may reject the proposal and void any award resulting from this RFP to a proposer who makes any material misrepresentation in their proposal or other submittal in connection with this RFP.

**Proposal Expenses.** Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by SERC.

**Ownership of Proposals.** All proposers shall become the sole property of the State and will not be returned.

**Ownership of Subsequent Products.** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

**Transfer of Data.** All data stored in the successful proposer's files related to this contract, electronic or paper copy, must be returned to SERC upon request at the expiration of the contract.

**Validation of Proposals.** The proposals shall be binding commitments with SERC may include, by reference or otherwise, into any contract with a proposer. The proposals must provide the names, titles, addresses and telephone numbers with area codes of those individuals with authority to negotiate a contract with SERC and contractually bind the proposer. The proposal must also include evidence that it has been duly delivered on the part of the proposer, that the persons submitting the proposal have the requisite corporate power and authority to structure, compile, draft, submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the proposer any contract contemplated in this RFP.

**Oral Agreement or Arrangements.** Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

**Independent Price Determinations.** In the proposals, proposers must warrant, represent, and certify that the following requirement has been met in Connecticut with this RFP:

The 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.

Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the proposer on a prior basis directly or indirectly to any other organization or to any competitor; and no attempt has been made, or will be made, by the proposed to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**Offer of Gratuities.** The proposer warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by SERC if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the proposer, the proposer's agent(s), representative(s) or employees(s).

**Evaluation/Award. Proposal Evaluation.** A SERC committee will evaluate complete responses to include the ten (ten) evaluation criteria listed below. Response submissions will be scored and ranked for consideration in a manner that has been pre-established. Evaluation criteria and all other required documents must be submitted to be considered. Failure to submit all required information can result in a proposal being deemed non-responsive.

#### **Evaluation Criteria**

1. Ability to meet submittal requirements, terms and conditions of this RFP.
2. Qualifications/expertise – Ability to provide service, positions, and equipment.
3. Qualification of proposed project manager(s).
4. Survey Team member qualifications.
5. Contractor's Scope of Work as outlined in Exhibit A Description of Services.
6. References/past performances.
7. Quality Assurance.
8. Budget Schedule.
9. Business Information.
10. Health and Safety Plan

Note: It is imperative that the proposer review the descriptions of the evaluation criteria. Failure to comply with any of the requested information below may result in deeming the proposal non-responsive.

**Evaluation Criteria 1:** Ability to meet submittal requirements, terms and conditions of this RFP. Responses must be submitted in a clear, organized fashion. Proposals will have 3 (three) sections. Each section of the RFP proposal must be identifiable by a section cover page. Each section of the proposal must be standalone and shall respond to the evaluation criteria in the order presented.

Section one (1): The transmittal letter.

Section two (2): Type's responses to evaluation criteria 1, 2, 3, 4, 5, 6, 7, 9 and 10 listed above.

Section three (3): Budget (detail line by line schedule, evaluation criteria 8).

**Evaluation Criteria 2:** Qualifications/Expertise – Ability to provide service, personnel, and equipment to include the following information.

- Present the type(s) of expertise that your company can provide in regard to the requested services.
- State how long your company has provided these type(s) of service.
- Provide the number of persons employed by your firm within the state as well as nationwide and the locations of such employees.
- Provide an organizational chart of your proposed team and include the respective roles that each employee will provide for the team.

- Provide a summary of personnel and equipment and their availability.
- Provide a complete description of your company's ability to deploy resources, materials, equipment, and provide services throughout the State and your firm's access to same, including any restrictions or impediments to such access.
- Provide a list of hazardous material transportation commodity flows or studies conducted over the past five years.

**Evaluation Criteria 3: Qualifications of Proposed Project Manager(s)**

- Provide examples for Project Managers that demonstrates prior experience for the types of project required. Include the date(s) of each project; the name of the client/organization for each project; list the project manager's responsibilities and tasks on each project.
- Describe the site-specific project management experience including subcontracting, scheduling, project coordination.
- Provide the total number years experience in a leadership role.
- Demonstrate each Project Manager's familiarity with relevant state and federal laws and regulations and/or procedures or guidance.
- Provide a listing and description of professional licenses/accreditations for each proposed Project Manager; include the year that each license/accreditation was received.
- Provide educational history and continuing education information for each proposed Project Manager.

**Evaluation Criteria 4: Key Team Member Qualifications**

- Provide a proposed team consisting of key team member's role/responsibilities.
- Provide team member experience to include number of years experience in firm and their relevant discipline.
- Provide a listing and description of professional licenses/accreditations held by each key member of your proposed team, and a summary of educational and continuing education information.
- Provide a list of appropriate amounts, and types of equipment that would be utilized to include licensed operators.

**Evaluation Criteria 5: Scope of Work – Description of Services**

- Describe the Scope of Work by providing a description of services as outlined in Exhibit A.
- Describe the procedures and protocols that your firm uses to ensure service.
- Describe your firm's ability to provide interaction with your client.

**Evaluation Criteria 6: References/Past Performances**

- Provide a list and description of up to three (3) hazardous materials transportation commodity flow studies and surveys that your company has completed. Provide contract values, numbers and customer contact information.
- Provide examples of any unforeseen problems that arose during projects. What were these problems and why did they occur? How did company willing and able to "troubleshoot" the problem and present solutions to the client? How these problems were resolved and were they resolved to the client's satisfaction.

**Evaluation Criteria 7: Quality Assurance**

- Provide information describing your firm's quality assurance and quality control programs.
- Provide describing your ability to fulfill the federal governments' requirements in providing compliant and reimbursable services.

**Evaluation Criteria 8: Budget**

- Provide a line by line detailed budget schedule.
- Provide any additional line item costs relevant and not specifically requested in the budget schedule.

**Evaluation Criteria 9: Business Information**

- Provide a list of all personnel, business telephone numbers, internet addresses, e-mail addresses, fax numbers, and routine and 24-hour telephone numbers for each employee to be utilized in performing the required service.
- Provide one copy of your latest financial statement certified by your chief financial officer. Statements must be, at a minimum, prepared by a Certified Public Accountant.
- Provide a brief business history including length of time in business.
- Provide a list of all corporations, partnerships, sole proprietorships, limited liability or other companies, syndicates, firms or other business organizations owned by, which own or are affiliated with each respondent including, but not limited to, the principals and any parent or subsidiary of the respondent.
- Provide the principal place of business for the proposer, an address where notices, given pursuant to this RFP, may be sent and each location a proposer would utilize to dispatch personnel, dispatch equipment and store the equipment to be used in performing services pursuant to this RFP.
- Provide a list of the name, title, and address of current officers, directors, partners, members, and any other persons with analogous positions, in descending order of degree of control.

**Evaluation Criteria 10: Health and Safety Plan**

- Provide your firm's Corporate Health and Safety Plan that is certified by an Officer of your firm and identifies the effective date of such plan.
- Provide resumes of corporate health and safety officers and a statement describing the lines of communication and procedures to implement the health and safety program with staff.
- Provide a past performance history of your firm's Health and Safety Plan.

**Contract Term.** All services must be rendered under this RFP on or before September 30, 2008. The contract will not be extended for any period of the full original contract term, or parts thereof.

**Agency's Standard Contract and Conditions and State's Contract Compliance Requirements.** See Attachment B for Standard Contract Conditions.

**Attachment A**  
**Description of Services**

**Background**

The State Emergency Response Commission (SERC) is concerned about the potential for a serious problem resulting from hazardous materials transportation road vehicle accident. It is anticipated that the funding for this project will be provided by the U.S. Department of Transportation Hazardous Material Emergency Preparedness Grant within the projected budget of \$33,000 to retain a Contractor who has the expertise to conduct a hazardous material transportation commodity flow study, refer to as "Study". The Study is to identify the types and amounts of hazardous materials commodities transported through a specified geographic area and the routes used for transporting these commodities. The Study will specifically examine truck transportation of hazardous materials. The scope of the Study includes the scheduling of a Hazardous Material Flow Survey, refer to as Survey, to learn more about the types and quantities of hazardous materials that are being transported and patterns of hazardous materials movement in the state. In addition to the Survey, the Contractor will perform an analysis of the data collected as a result from the Survey and provide a formal presentation of findings to the SERC.

For the purposes of this RFP, hazardous materials can be defined as any item or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors. Hazardous materials are defined and regulated in the United States primarily by laws and regulations administered by the U.S. Environmental Protection Agency (EPA), the U.S. Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), and the U.S. Nuclear Regulatory Commission (NRC). Each has its own definition of a "hazardous material."

**Scope of Work**

The Scope of Work is for Hazardous Material Transportation Commodity Flow Study. The Contractor shall provide trained staff and equipment for the Study including the Survey. The primary components and requirements and specifications of the RFP for which a subsequent contract will be awarded will include:

- I. Project Management
- II. Planning Function
- III. Hazardous Materials Transportation Commodity Survey
- IV. Analysis and Statistical
- V. Written Report and Presentation

**1. Project Management**

Project management shall encompass a number of activities, such as: mobilization; planning, scheduling, and coordination; administrative support for data analysis, model development and statistical analysis; facilitation of information in the form of formal presentation ; written report documentation; administering hazardous material transportation commodity flow survey operations; logistics and resource allocation; providing technical assistance and working with various Department Officials in outside conditions.

**A. Mobilization**

The SERC plans to work with Officials from the CT Department of Transportation (DOT), Department of Motor Vehicles (DMV) and the CT Department of Public Safety (DPS) to select the dates and locations (possibly weigh stations) in CT to conduct such a Survey. The SERC will serve as coordinator in the capacity of bringing the Contractor and Department Officials together on agreement for Survey dates and locations. The SERC will take into consideration Contractor availability and Department Officials' availability. This approach of scheduling and location are being used in order to minimize disruption and not to burden the carrier and effect time of deliveries. The goal will be to maximize their Department Officials' authority to stop hazard placards trucks to examine shipping papers and to gather information regarding routes traveled. This is consistent with the State's statutory laws and regulations. The

Contractor will mobilize and deploy a team that will report to the selected worksite to work within the Department Officials instructions.

The team will deploy to a location identified by the SERC designated person. The team will provide technical assistance for the following activities:

- Conducting interviews by use of predesigned questionnaire containing specific data outlined in this RFP.
- Obtaining copy of shipping papers (manifests) with use of camera or photo copier as long as the copy is legible (data to be used in statistical analysis and data collection)

To ensure coordinated and efficient operations, the Contractor including project managers prior to contract activation shall be trained in recording data and conducting a Survey. Contractor shall be able to verify the completion of such training to the SERC Coordinator.

- Ensure that safety component that outlines measures to be taken by the Contractor to control hazards associated with materials, services or equipment.
- During the implementation of the work, the Contractor shall attend any and all meetings convened by the SERC with respect to the Survey work, when directed by the SERC to do so or otherwise necessary to carryout the work.
- All activities associated with the Survey in selected area(s) of the state shall be performed during visible daylight hours only, unless night activity is authorized through a directive from one of the state agencies involved.

#### B. Planning

Contractor will gain knowledge of the types of inventories and location of facilities that house extremely hazardous substances in the state by reviewing a database that contains emergency and hazardous chemical inventories. The SERC will make available such data to the Contractor.

Contractor will read and refer to the U.S. Department of Transportation Guidance for Conducting Survey while preparing for Study, performing Survey and preparing results of Survey data and other data collected from the Survey and any other reading materials the Contractor finds meaningful to the success of the Study.

The Contractor will be responsible for the overall design and operations of the Survey while reaching the SERC goal of collecting useful data. The Survey is expected to reflect daily (daylight hours) and seasonal fluctuations on hazardous material(s) and substance flow at a specific location(s) in CT.

No particular technical qualifications are required to perform field duties (Survey) beyond the ability to see, read and record verbal or printed information accurately. The SERC requires that all Survey staff have attended at least one training session in Survey procedures to facilitate effective data collection and interviewing. The SERC requires the Contractor to demonstrate the technical qualifications for interpreting and analyzing the data.

The Contractor will design a form to be used by staff while performing the Survey. The data on the form should then be entered into a spreadsheet or database for data analysis and or model development and statistical analysis. The software used for such a spreadsheet should be a Microsoft Office product that is compatible with the State.

#### C. Scheduling

It is perceived by the SERC, that the Survey will take place as part of a routine function performed in a weight station check. It is anticipated that the Contractor will possibly work with DOT, DPW and DPS staff at the designated areas. The strategy employed here is when the Department Officials perform checks of trucks in transit through their jurisdictions; occasionally they use rest stops such as weigh station that affords a safe location for extensive vehicular examination. In these cases, the trucks are being asked to

by a valid reason (e.g. safety check or weight check, cargo check) for pulling the vehicle off the highway. The Contractor will be provided by the SERC the name and location of the weigh station(s) including the Department Officials contacts prior to the actual Survey dates. The scheduling of the actual dates will be coordinated by the SERC while considering Contractor and Department Officials availability.

D. Coordination

Contractor will be responsible for the coordination of the collection of data and in performing analysis of data and for providing statistical analysis regarding the findings in a meaningful manner to a group of professional planners, engineers, public safety, emergency management and fire personnel. The successful Contractor must be capable of assembling, directing, and managing a work force that can work with other State Department Officials.

E. Monitoring

Contractor shall provide project management to oversee monitoring operations and activities in the field.

F. Communication

The Contractor shall appoint a person whose responsibilities include reporting directly to the designated SERC representative. The Contractor shall be available for communication at all times during the Study and actual Survey activities.

## Timeline

### **Specific Time Period for Conducting the SERC 0809 Hazardous Material Commodity Flow Survey**

The Survey shall be conducted from the month of January through August 30, 2009 and for two at least 8 hour shifts beginning at 8 am at the specified weigh station. The SERC envisions at a minimum, at least two separate dates to perform such a Survey. The SERC will disqualify any proposals from the bid review process that indicates that the Survey is intended to reflect one day truck flow.

### **Presentation of Results**

The Contractor will provide a preliminary preview of the project and results in the form of a sit down meeting to the SERC Chairman and SERC Administrator prior to the formal SERC meeting. The Contractor will present the final findings at the September 2009 SERC meeting.

### **Recording Data**

All data gathered will be accompanied by the date and time recorded. All data gathering will reflect visual inspection of the truck or tractor/trailer as well as examination of the shipping papers. Total truck time at the weigh scale, rest stop or pull over point will not exceed three-five minutes, unless a safety inspection is also being conducted by Department Officials.

### **Types of Vehicles to be Survey under the SERC 0809 Hazardous Material Commodity Flow Survey**

The Contractor will Survey the following types of vehicles: Private truck, truck for hire, tanker, cargo tank trucks, tankwagons, trailer-tractor and vacuum tanker in addition to any other trucks that the Contractor deems necessary to Survey.

### **Types of Vehicle Exemptions from the SERC 0809 Hazardous Material Commodity Flow Survey**

The Contractor will exclude from the Survey any trucks shipments by the Department of Defense, U.S. Postal Service, Parcel/ Couriers shipped.

### **Type of Data to Collect during the SERC 0809 Hazardous Material Commodity Flow Survey**

The Survey goal is to provide any additional data necessary for a more thorough analysis of transportation-related hazardous materials and hazardous substances risks. The SERC recognizes that there are several different methods that can be used for collecting data in the field, each requiring a varying degree of effort. The SERC is requiring the Contractor to take pictures of each of the shipping papers either by camera or photocopy while truck is stopped at weigh station. The SERC expects the Contractor to interview the drivers with a list of predefined questions. To promote consistency and use time efficiently during the interview, the Contractor will design form(s) to record the following type of information, including but not limited to:

- Zip code of shipment origin and shipment destination,
- Type of hazardous materials or substances,
- Weight of each category of hazardous materials (record in lbs or tons but note type),
- Type of container (barrel, tanker, compartmental tankwagons),
- Origins (id multiples),
- Mileage or length of haul,
- Identification of the vehicle placards,
- Type of hazardous materials (extremely or not),
- Record type, if hazardous waste ,
- Volume of hazardous materials,
- Type of hazard classes/divisions,
- Primary origin and destination locations,
- Truck type (i.e. tank truck, trailer-tractor, vacuum tanker),
- Driver training and awareness.

### **Analysis and Statistical**

The Contractor shall document observed or recorded information including but not limited to:

- Review and record shipping papers to identify shipment content and destination;
- Determine flow patterns of hazardous materials within a specific area in the state;
- Perform an assessment of three extremely hazardous substances that appear in the top five as being transported in state;
- Perform an assessment of three extremely hazardous substances that appear in the top five as being transported thorough the state;
- Identify the volume shipped per ton-mile (refer to the referenced DOT document for formula);
- Provide a list of chemicals identify (sorted by alpha order);
- Provide a list of petroleum/gases (sorted by alpha order);
- Identify hazardous material volumes by hazard class;
- Identify extremely hazardous material volumes by hazard class;
- Number of shipments carrying hazardous materials;
- Number of shipments carrying extremely hazardous substances;
- Percentage of shipments carrying hazardous materials;
- Percentage of shipments carrying petroleum products;

- Percentage of hazardous material shipments that are flammable and combustible liquid;
- Percentage flammable gases;
- Percentage nonflammable gases;
- Percent corrosive;
- Percentage miscellaneous hazardous materials;
- Percentage oxidizers;
- Percentage of both origin and destination within state;
- Percentage that had either origin or destination within state;
- Percentage passing through the state;
- A list of the chemicals as defined by CERCLA;
- A list of the petroleum products/gases;
- Identify total volume (tons); and
- Identify the major hazard classes/divisions.

### **Outcomes (Deliverables)**

The SERC plans to provide the results of the Study to local and state Officials to assist in their emergency preparedness planning activities and to make the data from the Survey available for use by public policy analysts and for transportation planning and decision-making to assess the demand for safety risks and environmental concerns.

### **Submission of Documents**

- The Contractor will surrender the original forms of data collected to the SERC upon completion of project.
- The Contractor will surrender the data in a form of a workable Microsoft Office spreadsheet or database product to the SERC for future use.
- The Contractor will surrender all notes, pictures and any other material that resulted from the Study.
- The Contractor will submit a written report that contains the data, findings, maps, charts and spreadsheets with written descriptions of findings to the SERC.
- All work must be completed on or before September 30, 2009.
- The Contractor will make available 21 copies to the SERC members.

## Attachment B

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT  
Rev. 8/1/2007 (DEP Electronic Format)

Enter the Program Name or delete text here  
(Enter Title of the Agreement)

STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHECK ONE:  
 GRANT  
 PERSONAL SERVICE AGREEMENT

1. THE DEPT. OF ENVIRONMENTAL PROTECTION 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.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET.

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

<b>STATE AGENCY</b>	(5) AGENCY NAME AND ADDRESS <b>DEP - _____, 79 Elm Street, Hartford, CT 06106-5127</b>	(6) Dept No.
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<b>CONTRACT PERIOD</b>	(7) DATE (FROM)	THROUGH (TO)	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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<b>COMPLETE DESCRIPTION OF SERVICE</b>	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)  1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of ___ pages numbered A-1 through A-___ inclusive.  <p style="text-align: center;">Continued on Page 3 of 4, which is attached hereto and made a part hereof. Page 1 of 4 (Page 2 of 4 is the reverse side of this sheet)</p>
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<b>COST AND SCHEDULE OF PAYMENTS</b>	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.  Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of ___ page(s) numbered B-1 through B-___).  Total Payments Not to Exceed the Maximum Amount of \$ _____.
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(11) COMMITTED AMOUNT	(12) OBLIGATED AMOUNT
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(13) Amount	(14) Dept	(15) Fund	(16) SID	(17) Program	(18) Project	(19) Activity	(20) Bud Ref	(21) Agency CF 1	(22) Agency CF 2	(23) Account

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d). 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.

<b>ACCEPTANCES AND APPROVALS</b>	(24) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended
(25) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE _____ DATE _____
(26) AGENCY (AUTHORIZED OFFICIAL)	TITLE _____ DATE _____
(27) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE _____

DISTRIBUTION: CONTRACTOR      AGENCY      FUNDS AVAILABLE: \_\_\_\_\_      DATE: \_\_\_\_\_

**EXECUTIVE ORDERS**

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

**NON-DISCRIMINATION**

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes as amended by PA 07-142:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (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 such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which 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 advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act. 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 project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of 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 nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 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.

(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 (a) 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes as amended by PA 07-142:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, as amended by this act; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of 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 nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

(b) The contractor shall include the provisions of subsection (a) 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**INDEMNIFICATION**

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.

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

(f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

**STATE LIABILITY**

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

## STANDARD TERMS AND CONDITIONS

1. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's designated agent. All correspondence submitted in accordance with this contract shall be submitted to: \_\_\_\_\_, Department of Environmental Protection - \_\_\_\_\_, 79 Elm Street, Hartford, CT 06106-5127.
2. Acknowledgment. The Contractor shall provide credit to the \_\_\_\_\_ for its contribution to the project.
3. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this contract. Such approval shall not be unreasonably withheld.
4. Change in Principal Project Staff.  
Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or the Commissioner's authorized representative at their sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate or cancel this contract.
5. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
6. Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
7. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant.
8. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
9. Definition of "Execution." This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
10. State Audit (for grants only). The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds must comply with the Connecticut General Statutes Section 7-396a and 396b, and the State Single Audit Act Sections 4-230 through 4-236 inclusive, and Regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years from the date the project is completed. Such records will be made available to the state and/or federal auditors upon request.
11. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.
12. Sovereign Immunity: The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
13. Cancellation/Termination: This contract shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. Notwithstanding any provisions in this contract, DEP, through a duly

authorized employee, may terminate the contract whenever the agency makes a written determination that such termination is in the best interests of the State. DEP shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. DEP has forty-five (45) days after the effective date of termination or cancellation to reimburse the Contractor for its performance rendered and accepted by the DEP, in addition to all actual and reasonable costs incurred in completing the portions of performance, which the contractor was required to complete, by the termination or cancellation notice. DEP reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is cancelled or terminated prior to performance being rendered for which said deposits or payments were made.

14. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
15. Forum and Choice of Law: The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
16. Non-Federal Match Documentation: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
17. Set Aside: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
18. Program Income: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
19. Allowable Costs: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
20. Entertainment Costs: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
21. Contract Work Hours and Safety Standards Act: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
22. Consultant Costs: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
23. Suspension and Debarment: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
24. Copeland "Anti-Kickback" Act: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
25. Davis Bacon Act: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
26. Hotel and Motel Fire Safety Act: If using federal funding, see federal award agreement for specific language requirements.
27. Certifications Regarding Lobbying: (required for contracts using \$100K or more in federal \$) Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
28. Rights to Inventions: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
29. Energy and Environmental Conservation: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
30. Drug Free Workplace: Delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.