

**Request for Proposals  
Hazardous Materials Transportation Commodity Flow Studies  
RFP DEP-MMCA-SERC072709**

**Project Summary.** The State of Connecticut, Department of Environmental Protection (DEP) on behalf of the State Emergency Response Commission (SERC) is seeking proposals from contractor(s) who can conduct two separate Hazardous Materials Transportation Commodity Flow Studies for the SERC. The primary purpose of these Commodity Flow Studies is to identify the types and amounts of commodities transported through a specified geographic area of the state, as well as the routes on which they are transported. It is anticipated that the federal U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration will provide the funding for each Study.

**Contract Term:** All services must be rendered under this RFP on or before September 9, 2010. The survey portion of each Study must be completed by August 30, 2010. The contract when executed will not be extended for any period of the full original contract terms, or parts thereof.

**Submission Deadline.** One clearly marked **original** and **six (6) copies** of each proposal and any attachments must be delivered to DEP's Official Agency Contact listed below and date stamped no later than 3:00 pm on August 27, 2009.

**DEP's Official Agency Contact.** All applications/materials must be submitted to and communications shall be with:

Joanne Ropiak  
DEP – Bureau of Materials Management and Compliance Assurance  
Emergency Response and Spill Prevention Division  
79 Elm Street  
Hartford, CT 06106-5127  
Phone: (860) 424-3225  
Fax: (860) 424-4060  
e-mail: [dep.ctepcra@ct.gov](mailto:dep.ctepcra@ct.gov)

**Table of Contents**

	Page
1. Outline of Work	2
2. Required Qualifications	2
3. Review Criteria	3
4. RFP Timeline	3
5. Instructions for Proposers	3
a. Required Format for Proposals	4
b. Minimum Submission Requirements	5
c. References and Past Performances	5
d. Inquiry Procedures	5
e. Confidential Information	5
f. Campaign Contribution Ban	5
6. Communications Notice	5
7. Affidavits Concerning Gifts and Campaign Contributions	6
8. Conflict of Interest	6
9. Confidential Information	6
10. Meeting with Proposers	6
11. Contract Compliance Requirements	6
12. RFP Conditions	6
13. Rights Reserved to DEP	7
14. Agency's Standard Contract and Conditions	7
15. Transfer of Data	7

Attachment A – Description of Scope of Work

Attachment B – Blank Standard Contract Language Format

1. **Outline of Work.** 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) who can conduct two independent Hazardous Materials Transportation Commodity Flow Study for the State Emergency Response Commission (SERC). The primary purpose of these Commodity Flow Studies is to identify the types and amounts of commodities transported through a specified geographic area of the state, as well as the routes on which they are transported. It is anticipated that the federal U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration will provide the funding for each Study within the project budget of \$33,500 for each individual Study. A separate contract shall be executed for each individual Study. Refer to "Attachment A, Description of Scope of Work" for specifics.
2. **Required Qualifications.** Failure to comply with any of the requested information below may result in deeming the proposal non-responsive.
  - a. **Qualifications and Expertise.** The ability to provide service, personnel and equipment to include the following information:
    - i. Present the types of expertise that your company can provide concerning the requested services.
    - ii. State how long your company has provided these types of services.
    - iii. Provide the number of persons employed by your firm within the State as well as nationwide the locations of such employees.
    - iv. Provide an organizational chart of your proposed team and include the respective roles that each employee will provide for the team.
    - v. Provide a summary of personnel and equipment and their availability.
    - vi. 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.
    - vii. Provide a list of hazardous materials transportation commodity flows or studies conducted over the past five years.
  - b. **Qualification of Project Manager(s).** Provide examples for Project Manager(s) that demonstrate any prior experience for the types of project required. Include in the examples the state and completed dates of each project; the name of the client/organization for each project; list the project manager's responsibilities and tasks on each project.
    - i. Describe the site-specific project management experience including subcontracting, scheduling and project coordination.
    - ii. Provide the total number years experience in a leadership role.
    - iii. Demonstrate each Project Manager(s) familiarity with relevant State and Federal laws and regulations and/or procedures or guidance.
    - iv. Provide a listing and description of professional licenses/accreditations for each Project Manager; include the year that each license/accreditation was received.
    - v. Provide educational history and continuing education information for each proposed Project Manager.
  - c. **Qualifications of Survey Team Members.**
    - i. Provide a proposed team consisting of key team member's roles and responsibilities.
    - ii. Provide team members experience to include number of years experience in firm and their relevant discipline.
    - iii. 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.
  - d. **Quality Assurance.**
    - i. Provide information describing your company's quality assurance and quality control programs.
    - ii. Provide description of your ability to fulfill the Federal government requirements in providing compliant and reimbursable services.
  - e. **Schedule of Budget.**
    - i. Provide a line-by-line budget schedule.
    - ii. Provide any additional line item costs relevant and not specifically requested in the budget schedule.

f. Business Information.

- i. 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 services.
- ii. 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.
- iii. Provide a brief business history including length of time in business.
- iv. 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 affiliated with each respondent including, but not limited to, the principals and any parent or subsidiary of the respondent.
- v. 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.
- vi. Provide a list of the name, title, and address of current officers, director, partners, members, and any other persons with analogous positions, in descending order of degree of control.

g. Health and Safety Plan.

- i. Provide your company's Corporate Health and Safety Plan. Please be sure that the Plan is certified by an Officer of your company and has an effective date of such plan.
- ii. 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.
- iii. Provide a past performance history of your company's Health and Safety Plan.

**3. Review Criteria.** Ability to meet submittal requirements, terms and conditions of this RFP, qualifications/expertise – ability to provide service, positions, and equipment, qualification of proposed project manager(s), qualification of proposed project manager(s), survey team member qualifications, contractor's project management system, references/past performances, quality assurance, budget schedule, business information, and health and safety plan.

**4. 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 shall serve only as tentative target dates.

Date	Type of Action
On or before July 27, 2009	Publish legal notice - RFP Released
August 12, 2009	Deadline for submission of questions regarding RFP
August 18, 2009	Release of official answers release to questions submitted
August 27, 2009	Deadline for submitting Proposals
First week of September 2009	Proposers' meeting ( <i>only if necessary</i> )
September 10, 2009	Selection of Contractor(s) by SERC Subcommittee
September 15, 2009	Release of notification of award to all parties
Last week of September 2009	Begin Contract process
Month of November 2009	Execution of Contract– work to begin

**5. Instructions for Proposers.** By submitting a response, the Proposer warrants that they have examined the specifications and have 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 reject of response. This RFP proposal is for two (2) independent Hazardous Materials Transportation Commodity Flow Studies. Each Study requires the same scope of services as identified within

this document. The locations and specific survey times will be unique to each Study. The selected contractor will work with the SERC to schedule specific activities and locations. Therefore, a Proposer has the option of submitting a RFP to conduct two independent studies or conduct one study. The Proposer must indicate on their submission if the proposal is for one or both studies, however, one contract will be executed for each independent Study.

**A. 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.

1) Contractor Information

- a) Name of Proposer. Provide the “legal” name of the Proposer. Note that if Proposer is a Connecticut company, name must be exactly as registered with the Secretary of State as listed on State Concord system, located at: [www.concord-sots.ct.gov/CONCORD/online?eid=99&sn=InquiryServlet](http://www.concord-sots.ct.gov/CONCORD/online?eid=99&sn=InquiryServlet). Please note that the Social Security or FEIN will be required when the contract is drafted.
- b) Proposer’s Representatives. The Proposer must designate an authorized representative and one alternate who may speak and act on behalf of the Proposer in all dealings with the agency, if necessary. Provide the following information for each individual.
  - (1) Contact Name and Title
  - (2) Business Location
  - (3) Mailing Address
  - (4) Telephone Number including area code
  - (5) Fax Number
  - (6) E-mail Address (If available)
  - (7) Normal business hours

2) Outline of Work

- a) Work Plan. Provide a detailed, task-oriented breakdown for each activity in the Outline of Work as described in Attachment A. Proposers wishing to add activities to those specified in the Outline of Work must show the additions as separately numbered tasks.
- b) Methodologies. Describe how each activity (task) will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.
- c) Deliverables. List and describe the form and content of each deliverable (outcome). Include a description of the proposed method of working with the agency, the resources or services requested of the agency (if any), and the proposed method of receiving agency approval of deliverables.
- d) Schedule. Include a proposed work schedule, by activity, indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.
- e) Key Personnel. Identify the key personnel that will be assigned to each project. Attach resumes reflecting their qualifications, including related work experience. [Note: The Department must be notified in writing and in advance regarding the departure of any key personnel from the project.]
- f) Proposed Cost. Include a cost proposal using the required format (below). Proposers must submit all-inclusive fixed cost based on completion of entire project. Proposer must include both labor and materials in cost. The cost proposal must be prepared on one sheet of 8”x11” white paper. The Proposer’s contact information must be printed at the top of the proposal. The original cost proposal and six (6) duplicate copies must be placed in an 8”x11” envelope and sealed. The Proposer’s contact information must be printed on the envelope.

Deliverable	Fixed Cost
Study	\$ xx,xxx.xx
Survey	\$ <u>xx,xxx.xx</u>
Total	\$ xx,xxx.xx

- 3) Conflict of Interest. Include a disclosure statement concerning any current business relationships (within the last three (3) years) that may pose a conflict of interest, as defined by C.G.S. § 1-85.

- B. Minimum Submission Requirements. Proposers must demonstrate the ability to meet submittal requirements, terms and conditions of this RFP. Responses must be submitted in a clear, organized manner. Proposals may be mailed or delivered in person to the DEP, Bureau of Materials Management and Compliance Assurance, Attn: Joanne Ropiak, 4<sup>th</sup> Floor, 79 Elm Street, Hartford, CT 06106-5127 to arrive by 3:00 pm on August 27, 2009. 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.

Proposals must be submitted in a SEALED envelope or carton, clearly marked with the following notation "RFP DEP-MMCA-SERC072709" 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. At a minimum, one original (clearly identified as such) and six (6) conforming copies of each proposal must (1) be signed by the Proposer, (2) be submitted before the deadline, (3) follow the required format, (4) be complete, (5), include the SEEC Form 10, as required and (6) satisfy the packaging and labeling requirements. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

C. References and Past Performances

- a. 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.
- b. Provide examples of any unforeseen problems that arose during projects. Provide answers to the following questions:
  1. What were these problems and why did they occur?
  2. How did company willing and able to "troubleshoot" the problem and present solutions to the client?
  3. Provide a description of how these problems were resolved and indicate if they were resolved to the client's satisfaction.

- D. Inquiry Procedures. Proposers may submit questions about the RFP to the Official Agency Contact on or before August 12, 2009 by 3:00 pm. Questions must be in writing and submitted by U.S. mail, facsimile, or email ([dep.ctecpra@ct.gov](mailto:dep.ctecpra@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 18, 2009. Answers will be posted on the website listed below and on the DAS Contracting Portal at [www.das.state.ct.us/purchase/portal/portal\\_bids\\_Open.asp?F\\_Bid\\_Type=1&F\\_Unite=DEP](http://www.das.state.ct.us/purchase/portal/portal_bids_Open.asp?F_Bid_Type=1&F_Unite=DEP) and on the SERC website at [www.ct.gov/seec](http://www.ct.gov/seec). Proposers may contact the Official Agency Contact by telephone (860-424-3225) to request a paper copy of the questions and responses. Any and all amendments to this RFP will be posted on the SERC's website at [www.ct.gov/seec](http://www.ct.gov/seec).

- E. 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. Refer to SEEC Form 10 at [www.ct.gov/seec/lib/seec/forms/contractor\\_reporting/\\_seec\\_form\\_10.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_10.pdf).

6. **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.
7. **Affidavits Concerning Gifts and Campaign Contributions.** Proposers are advised that if selected, an affidavit concerning gifts and campaign contributions will be required to accompany any State contract with a value of \$50,000 or more in a calendar or fiscal year. The completed form is submitted by the contractor to the awarding State agency at the time of contract execution. The form is also used with a multi-year contract to update the initial certification on an annual basis. For the most current information and to view the affidavit, go to [www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)

8. **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 (CGS§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 proposals and labeled CONFIDENTIAL.
9. **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 the first week of September 2009.
10. **Contract Compliance Requirements.** 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 Contract Compliance Monitoring Report 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. Forms are available on the CHRO website at [www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=#45679](http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=#45679).

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. At the time of contract execution, a fully executed non-discrimination certification at [www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806) will also be required.

## 11. RFP Conditions

- A. All proposals in response to this RFP are to be the sole property of DEP. Proposers are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- B. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of DEP.
- C. Timing and sequence of events resulting from this RFP will ultimately be determined by DEP.
- D. The Proposer agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
- E. DEP may amend or cancel this RFP, prior to the due date and time, if DEP deems it to be necessary, appropriate or otherwise in the best interests of DEP. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.
- F. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel assigned to the project must be approved by DEP or its designee, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by DEP or its designee. At its discretion, DEP may require the removal and replacement of any of the Proposer's personnel who do not perform adequately on the project, regardless of whether they were previously approved by DEP.
- G. Any costs and expenses incurred by Proposers in preparing or submitting proposals are the sole responsibility of the Proposer.
- H. A Proposer must be prepared to present evidence of experience, ability, service facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the proposal.

- I. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by DEP at the Proposer's sole cost and expense.
  - J. The Proposer represents and warrants that the proposal is not made in connection with any other Proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that the Proposer did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of DEP participated directly in the Proposer's proposal preparation.
  - K. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
  - L. The contract will represent the entire agreement between the Proposer and DEP and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. DEP or the State shall assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by DEP and by the AG's Office. The contract may be amended only by means of a written instrument signed by DEP, the Proposer, and the AG's Office.
- 12. Rights Reserved to DEP.** The DEP reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Proposer is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The DEP also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of DEP will be served.

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

- 13. Agency's Standard Contract and Conditions.** The Proposer must accept DEP's standard contract language and conditions. See Exhibit A for Standard Contract Conditions (must attach contract template with standard conditions).
- 14. Transfer of Data.** All data stored in the successful Proposer's file related to this contract, electronic or paper copy, must be returned to SERC upon request at the expiration of the contract.

**Attachment A**  
**Description of Scope of Work**  
**Hazardous Materials Commodity Flow Studies**

**Background.** The State Emergency Response Commission (SERC) anticipates the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration will provide federal funding to conduct **two independent** hazardous materials transportation commodity flow studies in the State. **Each Study** will have a projected budget of \$33,500 for the purposes of retaining a contractor who has the expertise to conduct such a Study as outline below. The overall objective of these individual projects is to identify the types and amounts of hazardous materials commodities transported through specified geographic areas and the routes used for transporting these commodities. The two separate Studies will specifically examine truck transportation of hazardous materials. The individual scope of each Study shall include the scheduling of 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 conducting the survey, the Contractor is expected to perform an analysis of the data collected as a result from the survey and to provide a formal presentation of findings to the SERC.

**Purpose.** One of the goals of these projects is to conduct a transportation commodity flow study for hazardous materials that will provide the SERC with a better understanding of hazardous transportation patterns and the ability to provide such data to community planners to conduct their own planning and estimate risks facing a particular jurisdiction. 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, and/or the environment, either by itself or through interaction with other factors.

**Scope of Work.** The scope of work outlined below is for **two independent** hazardous material transportation commodity flow studies. The contractor shall provide trained staff and equipment for each of the Studies including the survey. The primary components and requirements and specification so the RFP for which a subsequent contract will be awarded includes:

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

- I. Project Management.** Project management shall encompass a number of activities, such as: mobilization; planning, scheduling, and coordination; administration 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 Agency Officials in outside conditions.
- II. Planning Functions.** The contractor will be provided the opportunity to gain knowledge of the types of inventories and location of facilities that store extremely hazardous substances through the viewing of a state managed database that contains such information. The Contractor will be expected to refer to the U.S. Department of Transportation Guidance for Conducting Surveys publication. The Contractor will be responsible for the overall design and operations of the survey. The survey is expected to reflect activities that occurred during the daylight hours and seasonal fluctuations on hazardous materials and substance flow.

**III. Hazardous Materials Transportation Commodity Survey**

- A. Objective of Survey. The objective of the survey is to conduct, at a minimum, two separate surveys per Study where truck data (e.g. placard type, UN/NA commodity number, route use, truck type, shipping papers) shall be recorded and some form of driver interview conducted. The SERC anticipates that the survey will be made part of a routine function conducted at weigh-stations check thereby collecting original data and minimally disruptive and less likely to burden the carrier. The authorizing agency will be responsible to initiative a reason to pull the truck off of the highway such as cargo check, safety check or weight check.

- B. Survey. The Survey will offer a range of objectives that several communities could draw from. SERC goals for the independent surveys include:
- Collect original data/information on hazardous materials volumes (general classes of chemicals such as flammables, corrosives).
  - Quantify the level of awareness of drivers carrying specific high-risk chemicals.
  - Collect and receive data from the commodity flow study on the types and quantities of materials to be used to fulfill data requirements for larger analyses.
  - Obtain data on the hazard classes and individual hazardous materials being transported through the state that could assist in identification of training needs and staffing requirements for emergency responders and strategic deployment of hazardous materials response teams.
  - Ability to review shipping papers to identify shipment content and destination. This information, compared to federal and state regulations could assist agencies in determining rates of shipper compliance with hazardous materials transportation regulations.
- C. Survey Form. The Contractor will be expected to design a survey form to be used by their staff while performing the survey. The data on the form and shipping papers will be required to be entered in a spreadsheet or database for data analysis and or model development and statistical analysis.
- D. Scheduling. It is anticipated that the Contractor may work with DEP, DOT, and/or 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 or weigh stations that affords a safe location for vehicular examination. In these cases, the trucks are being asked by a valid reason to pull over for reasons stated above. The scheduling of the actual dates to conduct surveys will be coordinated by the SERC while considering contractor and Department officials availability. The SERC will schedule a meeting with the appropriate agency staff and the contractor to identify the specific locations after the Contract has been executed. The Contractor will be invited to participate in these meetings.
- E. Monitoring. Contractor shall provide project management to oversee monitoring operations and activities at the survey site(s).
- F. Communication. The Contactor shall appoint a person whose responsibilities including reporting directly to the designated SERC representative. The Contractor shall be available for communication at all times during the Study and actual survey activities.
- G. Timeline. The survey shall be conducted anytime from the month of January through August 30, 2010 and for two (2) at least eight (8) hour shifts beginning in the am at predetermined specific weigh station(s). 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 survey is intended to reflect one (1) day truck flow.
- H. Recording Data. All data gathered from the survey is expected to 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 pint will not exceed three-five minutes, unless a safety inspection is also being conducted by Department Officials.
- I. Type of Vehicles to be 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.
- J. Type of Vehicles Exemption from Survey. The Contractor will exclude from the survey any trucks shipments by the Department of Defense, U.S. Postal Service, Parcel/Couriers shipped.

- K. Types of Data to Collect from the Survey. The overall survey goal is to provide any additional data necessary for a more thorough analysis of transportation-related hazardous materials 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 Contractor may use additional methods that are comprehensive and reliable with respect to data collected. The

Contractor will be expected to either take photos (legible) of shipping papers by camera or photocopy while the truck is stopped at weigh station(s) or rest stop(s). The Contractor will be expected to conduct an interview with the drivers with a list of predefined questions. To promote consistency and use time efficiently during the interview, the Contractor will design a form and database to record the following types of information, including but not limited to:

- Zip code of shipment origin and shipment destinations
- Type of hazardous material (identified as extremely or not)
- Name of hazardous material
- Weight of each category of hazardous materials (record in lbs or tons noting type)
- Type of container (barrel, tanker, compartmental tankwagons)
- Origins (id multiples)
- Mileage or length of haul
- Identification of the vehicle placards
- Volume of hazardous materials
- Type of hazard class
- Primary origin and destination locations
- Truck type (i.e. tank truck, trailer-tractor, vacuum tanker)
- Driver training and awareness

#### **IV. Analysis and Statistical.**

- A. Development of Database/Spreadsheet/Queries. The Contractor will design an application that represents either spreadsheets or database foundation. The software must be a Microsoft product that is compatible with the DEP. At a minimum all data identified in Section III. K. of this Attachment must be entered in the application.

- B. Coordination of Data. Contractor will be responsible for the coordination of the collection of data, performing analysis of data and for providing statistical analysis regarding the findings in a meaningful manner to a group of professional planners, engineers, environmentalists, public safety, emergency management and fire personnel.

- C. Analysis and Statistical. The contractor shall document, observe and record 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;
- Provide a listing of extremely hazardous substances that appear being transported in the state;
- Perform an assessment of three (3) extremely hazardous materials that appear in the top five (5) as being transported in the state;
- Identify the volume shipper per ton-mile;
- 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 materials 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 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 chemicals;
- A list of the petroleum products/gases;
- Identify total volume (tons); and
- Identify the major hazard classes/divisions.

**V. Written Report and Formal Presentation**

- A. Outcomes.** 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.
- B. 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 to the SERC in a form of the workable Microsoft Office spreadsheets or database product for future use. The Contractor will surrender all notes, pictures and any other material that resulted from the Study.
- C. Presentations.** The Contractor will provide a preliminary preview of the project(s) and results in the form of a sit down meeting to the SERC Chairman and SERC Administrator prior to the formal SERC presentation. The Contractor is expected to provide their final findings at a presentation at the September 9, 2010 SERC Meeting.
- D. Written Report.** The Contractor will submit a written report that contains the Study data, findings, maps, charts and spreadsheets with written descriptions of findings to the SERC. The Contractor will provide 21 copies to the SERC members for each of the studies and a CD that has the presentation burned to it.
- E. Completion of Work.** All work must be completed on or before September 9, 2010.

CHECK ONE:  
 GRANT  
 PERSONAL SERVICE AGREEMENT

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

(1) <input type="checkbox"/> ORIGINAL	(2) IDENTIFICATION #s. P.S.
<input type="checkbox"/> AMENDMENT	P.O.

CONTRACTOR	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS	CONTRACTOR FEIN/SSN

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEP - _____, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No.
--------------	--	--------------

CONTRACT PERIOD	(7) DATE (FROM) _____ THROUGH (TO) _____	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
-----------------	--	---

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)	
	<p>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> <p style="text-align: center;">Page 1 of 4</p> <p>Standard Terms and Conditions are contained in Pages 2 through 4 and are attached hereto and made a part hereof.</p>	

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	<p>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-___).</p> <p>Total Payments Not to Exceed the Maximum Amount of \$_____.</p>

(11) OBLIGATED AMOUNT	
-----------------------	--

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account

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

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

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (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, 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.

(b) 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.

(c) "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.

(d) 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.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

**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.

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: Marianne Wisker, Department of Environmental Protection – Bureau of Financial and Support Services, 79 Elm Street, Hartford, CT 06106-5127.
2. Acknowledgment. The Contractor shall provide credit to the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration 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. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor.
8. Set Aside: State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services. *[Note to individual drafting the contract: If using federal funding, see federal award agreement for specific language requirements. If using state funds, consult DEP Set-Aside exemptions to determine applicability. If funds used for this contract are included in the exemption, delete this paragraph.]*
9. 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.
10. 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.
11. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. Non-Federal Match Documentation: 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.

**APPENDIX A**  
**SCOPE OF WORK**

**Purpose:** To . . .

**Description:** The Contractor/Grantee agrees to conduct a project entitled: \_\_\_\_\_

- 1. Insert Specific Paragraph Title(s):** *[Insert paragraph(s) providing the following information: Who...is specifically doing the service? Include job titles of those involved and whether they are contractor staff, subcontractor or state agency staff. What...exactly is the contractor doing for the state? What steps are necessary and in what order? When...is each step to be conducted ? What are due dates for deliverables and any reports? Where...is the service to be provided ? dates, times, places? How...is each service to be provided? Include details as to how each step in the process is conducted. Take care to ensure that language is in contract format NOT proposal format (e.g. use Contractor shall vs. Contractor proposes to).]*
- 2. Budget:** *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The contractor shall adhere to the budget which is included in this contract on page \_\_\_\_.
- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this contract must provide credit to the \_\_\_\_\_ as follows: "Funding provided by the [*list grant program*] \_\_\_\_\_ administered by the Connecticut Department of Environmental Protection (DEP)."
- 4. Publication of Materials:** The Contractor must obtain written approval from DEP's \_\_\_\_\_ prior to distribution or publication of any printed material prepared under the terms of this contract.
- 5. Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:  
  
Department of Environmental Protection  
Insert Division Name  
Insert Program Coordinator Title  
79 Elm Street  
Hartford, CT 06106-5127
- 6. Project Summaries:** Following execution of this contract, the Contractor shall provide summaries of project status to the [*bureau/division/program coordinator*] once every [*six months*] during the time in which this contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current contract expiration date.

**7. Extensions/Amendments:** Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a. revisions to the maximum contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other contract revisions determined material by DEP.

If it is anticipated that the project can not be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

**8. Final Report:** Within 30 days of the expiration date of this contract, the Contractor shall submit to the \_\_\_\_\_, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to, [*INSERT SPECIFIC LANGUAGE*].

**9. Final Financial Report:** Within 30 days of the expiration date of this contract, the Contractor shall submit a Final Financial Report to the \_\_\_\_\_, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as [*DETAILS*] must be included. A sample format is attached as Appendix C.

**APPENDIX B**  
**SCHEDULE OF PAYMENTS**

The maximum amount payable under this contract is \_\_\_\_\_ dollars (\$\_\_\_\_\_).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this project, prior to expiration of this contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum contract amount noted above.

- a. \_\_\_\_\_% of total amount (or \$\_\_\_\_\_) following execution of this contract; *[delete this section if no execution payment will be paid]*
- b. \_\_\_\_\_ following completion of \_\_\_\_\_. *[This may include several "phases or series of deliverables. Be specific.]*
- c. remainder following completion of project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEP. Total sum of all payments shall not exceed total project costs.

Should total projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Environmental Protection through a check made payable to "\_\_\_\_\_" within 90 days of the contract expiration date.

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: \_\_\_\_\_

PSA #: \_\_\_\_\_

<b>DESCRIPTION</b>	<b>Award Costs</b>	<b>Other (Matching) Costs (if applicable)</b>	<b>Total Costs</b>
Salaries			
Fringe @ _____ %			
Travel			
Contractual (specify)			
Equipment			
Printing			
Materials & Supplies			
Other (specify)			
<b>Totals</b>			

## SEEC FORM 11

### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Ban**

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, or *solicit* contributions 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; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

#### **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--\$2000 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 \$2000 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 \$5000 in fines, or both.

#### **Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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.