Department of Energy and Environmental Protection
State Emergency Response Commission
EPCRA Plan Review and Update
Request for Proposals RFP #DEEP-MMCA-SERC-03062014-2

Project Summary: The State of Connecticut, Department of Energy and Environmental Protection (DEEP) on behalf of the State Emergency Response Commission (SERC) is seeking a firm or contractor to review and assess all local emergency response plans prepared by Connecticut's Local Emergency Planning Committees (LEPCs) and also to establish the activity level for LEPCs. The project will determine if these plans and committees comply with the established requirements of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA). The plans were originally prepared in 1988-89 and EPCRA requires that such plans be reviewed at least once a year and updated as necessary. The plans are located at the regional offices of the Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security (DEMHS). The funding for this project will be the U. S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, and the budget for this project will be up to $30,570.

Contract Terms: May 1, 2014 through September 30, 2014

Submission Deadline: One packaged marked as "original" and seven copies of each proposal and any attachments must be delivered to DEEP's Official Agency Contact listed below and date stamped no later than 4:00 pm on April 11, 2014.

DEEP's Official Agency Contact:
All packages related to this RFP must be submitted to and communications shall be with:

Lisa Lawson
DEEP – Bureau of Materials Management and Compliance Assurance,
Emergency Response and Spill Prevention Division
79 Elm Street
Hartford, CT 06106-5127
Phone: 860-424-3373 Fax: 860-424-4191 Email: lisa.lawson@ct.gov

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1. Outline of Work

Funding for this project will be from the Federal U.S. Department of Transportation, Pipeline and Hazardous Material Safety Administration Agency, Hazardous Material Emergency Preparedness Program (HMEP) Training and Planning Grant Application, Opportunity Number HMHMP-0351-13-01-00 and has a project budget upper limit of $30,570 or less.

This section is a detailed description of what work the consultant / contractor will be responsible for performing. The objective of this project is to ascertain the current status of emergency plans and determine activity level of Connecticut's LEPCs.

A. **The following tasks and activities shall be the responsibility of the contractor**:

1. Develop criteria to review and evaluate emergency plans utilizing National Response Team (NRT) Hazardous Materials Emergency Planning Guide (NRT-1) or most current applicable NRT resource.

2. Review LEPC Plans located in the five DEMHS Regional offices.

3. Contact or determine LEPCs to establish level of activity.

4. Develop ranking criterion that indicates emergency plans compliance with EPCRA/NRT requirements.

5. Develop ranking criterion to determine LEPC level of activity and compliance with EPCRA.

6. Record findings of above tasks for each LEPC jurisdiction.

7. Develop a summary table highlighting the above information.

8. Provide a presentation to the SERC members and guests. The SERC will be responsible for arranging such a date for this presentation.

9. Final Report and Presentation
   a. Final Report
      i. Must be typed and formatted double space, page numbering, and one inch margins.
      ii. Completed on or before September 30, 2014.
      iii. Must include lessons learned, conclusions and recommendations.
      iv. Provide a statement of the effort to effectively provide comprehensive data quality assurance and quality control.
      v. If the report contains sensitive/confidential then it should be made as a separate section and mark as containing such information.
      vi. 20 paper copies of report are required for submission.
      vii. A copy of the Final Report shall be provided on a CD.

   b. Presentation
      i. The presentation shall take place on or before September 30, 2014.
      ii. The audience makeup will be SERC members and guests. Please refer to the SERC website for a list of members at www.ct.gov/serc.
      iii. The date of the presentation will be tentatively scheduled for the September11, 2014 meeting.
      iv. The contractor will receive advance notice of the time of the presentation and location.
      v. A copy of the presentation should also be burned on a CD for submission.

2. Required Qualifications

a. The firm or contractor must be familiar with the emergency response plan requirements of EPCRA. The firm or contractor must also be familiar with the National Response Team documents related to the Hazardous Materials Emergency Planning Guide (NRT-1) and other NRT documents.
b. Descriptions of emergency preparedness projects that they were accountable for and identify municipalities and/or towns with whom they worked with regarding emergency preparedness and response activities.
c. Chemical background both educational (college) and experience.
d. Knowledge and experience with Title III of the Superfund Amendments Reauthorization Act of 1986.

3. Review Criteria

The SERC subcommittee shall review the bids against the following criteria: Each proposal will be given a score and a total score determines the award.

a. Ability to meet submittal requirements, terms and conditions of the Request for Proposals (RFP);
b. Qualifications/Expertise – ability to provide service, positions and equipment; Qualification of proposed project manager(s);

c. Contractor's personnel college education and experience qualifications;
d. Contractor's project management system, references/past performances;
e. Quality assurance measures;
f. Budget Schedule;
g. Business Information; and,
h. Health and Safety Records and Plans.

4. Letter of Intent

This Project does not require nor will accept a Letter of Intent.

5. RFP / Project Tentative Timeline

March 6, 2014 – Issue Legal Notice and Request for Proposal
March 14, 2014 – Deadline for submission of questions concerning the proposal
March 20, 2014 – Official Posting of Answers Released to Questions Received
April 11, 2014 – Deadline for Receipt of Proposals, 4:00 pm
April 14, 2014 - SERC Subcommittee reviews bids received against established criteria and ranks appropriately. Make recommendation to the SERC Chairman for hire.
April 2014 - Submit contract for signatures
April/May 2014 – Award contract after federal funding is awarded to DEEP
May 2014 – Meeting with Contractor
June – September 30, 2014 – Commence Project in accordance with contract terms and conditions

6. Instructions for Proposers

A. Required Format for Proposals

(i) Work Plan. Provide a detailed, task-oriented breakdown for each activity in the Outline of Work. Proposers wishing to add activities to those specified in the Outline of Work must show the additions as separately numbered tasks.

(ii) 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.

(iii) Deliveries. List and describe the form and content of each deliverable. Include a description of the proposed method of working with the agency, the resources or service required of the SERC and the proposed method of receiving agency approval of deliverables.

(iv) 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 deliverable.

(v) Key Personnel. Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualification, including related work experience. Note: The SERC must be notified in writing and in advance regarding the departure of any key personnel from the project.

(vi) Proposed Cost. Include a cost proposal using the required format (below). Proposer must submit all-inclusive fixed cost based on completion of entire project. Proposer must include both labor and materials in costs. The cost proposal must be prepared on one sheet of 8" x 11" white paper. The Proposer's contact information must be printed at the top of the proposal. The original cost proposal and seven duplicate copies must be placed in an 8" x 11" envelope and sealed. The Proposer's contact information must be printed on the envelope. The project has a budget of up to $30,570. The funding for this project will be the U. S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration.

Deliverable	Fixed Cost
Task 1.	$x, xxx.xx
Task 2.	x, xxx.xx
Task 3.	x,xxx.xx
Total	$xx,xxx.xx

B. Minimum Submission Requirements

At a minimum, one original (identified as such) and 7 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 State Elections Enforcement Commission's 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

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

D. Style Requirements

Proposals must conform to the following requirements: (1) be typed format, (2) use font size of not less than 10 and not more than 12 points, (3) margins of not less than 1" on the top, bottom, and sides of all pages, (4) display the Proposer's name and Proposal # on the header of each page, and (5) display page numbers at the bottom of each page. SERC requests that paper used for printing and copying be composed of materials having at least 30% post consumer content.

E. Packaging and Labeling Requirements

All proposals must be submitted in sealed envelopes or packages. All proposals must be address to the Official Agency Contact and have the RFP # prominently displayed on the envelope. The name and address of the Proposer must appear in the upper left hand corner of the envelope or package. Proposals transmitted by facsimile or email will not be accepted or reviewed.

F. Inquiry Procedures

Proposers may submit questions about the RFP to the Official Agency Contact on or before March 14, 2014. Questions must be in typed and submitted by US mail, facsimile, or email. 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, not later than March 20, 2014. The amendment will be posted on the DAS website under Bid Proposals. Any Proposer who has not received the amendment within two business days following the distribution date may contact the Official Agency Contact by telephone or email to request a copy. Any and all amendments to this RFP will also be posted by March 20, 2014 on the SERC's website at www.ct.gov/serc.

G. Confidential Information

Proposers are advised not to include in their proposals any proprietary information. The CT 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.

H. Campaign Contribution Ban

With regard to a State contract as defined in
Public Act 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 (SEEC) 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.

7. Communications Notice

All communications related to this RFP shall be with DEEPs Official Agency Contract. All communications with the agency or SERC 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 results in disqualification or other sanctions, or both.

8. **Meetings with Proposers**
At its discretion, the SERC may convene meetings with Proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations or site visits. If the SERC decides meetings are warranted, the Official Agency Contact will telephone Proposers to make an appointment.

9. **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, to www.ct.gov/opm/fin/ethics_forms. The contract to be awarded for this project is under the $50,000 value.

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 sections 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 http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900. The following will assist in determining which forms are required.

Contract Amount	**Bidder Contract Compliance Monitoring Report Required – Affidavit for Certification of Subcontractors as MBE's,** as applic.	**Affirmative Action Plan Required**	**CHRO Requires <u>Pre Approval</u> of Affirmative Action Plan**
$0 - $4,000	No	No	n/a
Non Public Works Contract			
$4,000.01 - $249,999.99	Yes	No	n/a
$250,000 or more	Yes	Yes	No
Public Works Contract			
$4,000.01 - $50,000	Yes	No	n/a
$50,000.01 - $500,000	Yes	Yes	No
$500,000.01 or more	Yes	Yes	Yes

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 will also be required.

11. RFP Conditions

A. All proposals in response to this RFP are to be the sole property of DEEP and SERC. 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 DEEP and SERC.

C. Timing and sequence of events resulting from this RFP will ultimately be determined by DEEP AND SERC.

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. DEEP and or the SERC may amend or cancel this RFP, prior to the due date and time, if DEEP or SERC deems it to be necessary, appropriate or otherwise in the best interests of DEEP or SERC. 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 DEEP or its designee, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by DEEP or its designee. At its discretion, DEEP or SERC 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 DEEP or SERC.

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 DEEP or SERC 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 DEEP or member of SERC 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 DEEP and SERC and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. DEEP or SERC 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 DEEP, SERC and by the Attorney General's Office. The contract may be amended only by means of a written instrument signed by DEEP, the Proposer, and the Attorney General's Office.

12. Rights Reserved to DEEP and the SERC

The DEEP and SERC 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 DEEP or SERC also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of DEEP or SERC will be served.

DEEP or SERC 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 DEEP or SERC shall not constitute a breach of contract on the part of DEEP or SERC 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 DEEP and SERC and the Proposer.

13. Agency's Standard Contract and Conditions

The Proposer must accept DEEP's standard contract language and conditions. See Attachment A for Standard Contract Conditions.

ATTACHMENT A

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 6/12/13 (DEEP Electronic Format)

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

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

CHECK ONE:
☐ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. 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.
2. 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)	(2) IDENTIFICATION #s.
☐ ORIGINAL	P.S.
☐ AMENDMENT	P.O.

CONTRACTOR	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO
	CONTRACTOR ADDRESS	CONTRACTOR FEIN/SSN
STATE AGENCY	(5) AGENCY NAME AND ADDRESS **DEEP - _____, 79 Elm Street, Hartford, CT 06106-5127**	(6) Dept No. DEP43000
CONTRACT PERIOD	(7) DATE (*FROM*) / THROUGH (*TO*)	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER

COMPLETE DESCRIPTION OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
Appendix A consists of ___ pages numbered A-1 through A-____ inclusive.

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Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.

COST AND SCHEDULE OF PAYMENTS

(10)PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of ___ page(s) numbered B-1 through B-__).

Total Payments Not to Exceed the Maximum Amount of $_____.

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

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE:_____ DATE:_____

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

2. Non-Discrimination.

(a) For the purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

3. Indemnification.

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

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

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

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

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

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

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

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

5. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

8. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
9. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
10. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
11. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
12. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
13. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars ($1,000.00) or more per unit be approved by the Commissioner before acquisition.
14. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request
15. Audit and Inspection of Plants, Places of Business and Records.

    (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

    (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

    (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

    (d) All audits and inspections shall be at the State's expense.

    (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

    (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

16. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

17. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.

18. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.

19. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.

20. Termination.

    (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

    (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

    (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

    (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

    (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

    (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

    (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

    (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

21. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives

the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

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

29. Protection of State Confidential Information.

a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

3) A process for reviewing policies and security measures at least annually;

4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

30. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

31. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

32. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

33. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were

engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

34. Non-Federal Match Documentation: For those sections listed in blue, delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
35. Program Income:
36. Allowable Costs:
37. Entertainment Costs:
38. Contract Work Hours and Safety Standards Act:
39. Consultant Costs:
40. Suspension and Debarment:
41. Copeland "Anti-Kickback" Act:
42. Davis Bacon Act:
43. Hotel and Motel Fire Safety Act:
44. Certifications Regarding Lobbying: (required only for contracts using $100K or more in federal $)
45. Rights to Inventions:
46. Energy and Environmental Conservation:
47. Drug Free Workplace:
48. Information Technology: see website for additional mandatory clauses and AG's checklist for IT contracts.

APPENDIX A

SCOPE OF WORK

Purpose: To . . .

Description: The Contractor 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 Energy and Environmental Protection (DEEP)."

4. **Publication of Materials:** The Contractor must obtain written approval from DEEP's _____ prior to distribution or publication of any printed material prepared under the terms of this Contract.

   Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

5. **ADA Publication Statement**:
   For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

   The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860)

418-5910 or mailto:deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

> The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

> The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

> The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.
>
> This video with closed captioning is available at www.ct.gov/deep.

6. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
Insert Division Name
Insert Program Coordinator Title
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

7. Permits: No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.

8. 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.

9. 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 DEEP.

If it is anticipated that the project cannot 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.

10. 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*].

11. 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. _____ following completion of _____. [*This may include several "phases or series of deliverables. May be invoiced on a periodic basis (monthly, quarterly, etc.) Be specific on when payments will be made and what documentation needs to accompany the invoice.*]

b. 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 DEEP. 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 Energy and 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 #: _____

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

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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